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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

OUR SUGGESTION last week that the consolidated and revised rules might be issued during the Long Vacation was too sanguine. Notwithstanding the progress which has been made, and the time devoted this week by the committee to the consideration of the draft, a great deal remains to be done before it can be laid before the Rule Committee. The care and consideration which are being bestowed on the rules will be appreciated by the profession.

A HINT as to the contents of the report of the Committee of Judges appointed by the Council of Judges to consider the existing circuit arrangements was afforded by the Attorney-General in the House of Commons on the 9th inst., in answer to a question by Mr. WARR. He said that as to Lancashire it was hoped that the changes proposed might go far to meet the suggestions which had recently been made as to the holding of assizes in that county.

IT WILL be remembered that, in commenting on a letter from a valued correspondent on the decision of NORTH, J., in *Re Webber* (44 WEEKLY REPORTER, 489), where that learned judge held that where a testator divides his residuary personal estate into shares, some of which are settled and others are not, the settlement estate duty on the settled shares has to be paid by the executor, and that he cannot recover it from the owners of the settled shares—in other words, that the settlement estate duty has to be paid out of the residuary personal estate before the division is made—we expressed a strong opinion that it would be much fairer that the settlement estate duty should be paid out of the settled shares. It appears that the Chancellor of the Exchequer is of the same opinion, since on the 9th inst. he intimated that he was prepared to accept a clause for insertion in the Finance Bill of the present year, moved by Mr. BUTCHER, which provides that (1) the settlement estate duty leviable in respect of a legacy or other personal property settled by the will of the deceased shall (unless the will contains an express provision to the contrary) be payable out of the settled legacy or property in exoneration of the rest of the deceased's estate; (2) the settlement estate duty leviable in respect of any such legacy or property shall be collected upon an account

setting forth the particulars of the legacy or property, and delivered to the commissioners by the executor within six months after the death, or within such further time as the commissioners may allow.

We have received a letter, too long to print, from "A Reformer" relative to the mode of nominating and electing members of the Council of the Incorporated Law Society, in which he says that "no notice is given to the profession of vacancies, and practically no opportunity is afforded to the profession to nominate or elect candidates themselves"; and he suggests that "if some body of younger members of the profession who have the time to deal with such matters were to originate an agitation for the purpose of ensuring full notification of vacancies on the Council, and full and free opportunity for the nomination of candidates—and, as I think, for a provision that no retiring member of the Council, or any member of the firm of such retiring member, should be eligible for election for an *interim* of two years—the agitation would, I believe, receive very great and warm support from many members of the profession who are too much engaged to commence the agitation themselves, but who, whilst having no wish to go upon the Council, greatly dislike the claim put forward by that body to represent the profession without their giving any fair and full opportunity to the profession of electing its own representatives." Our correspondent does not refer to the fact that for many years prior to 1894 the rule he favours prevailed. No candidates were nominated by members of the Council. But it was found that the practice of canvassing for votes which sprang up was attended with considerable disadvantages; and, moreover, it was considered that there was no substantial reason why members of the Council, alone among members of the society, should be debarred from nominating candidates: they are, at all events, not less acquainted with the qualifications desirable for members of the Council than outside solicitors. The system of nomination assumes that the nominators are persons on whose judgment the electors who have no acquaintance with the candidates are entitled to rely; and why should a body presumably exceptionally qualified to nominate be excluded from being nominators? The reasons appeared to us at the time, and still appear to us, to amply justify the change which was made in 1894. The important points in the election of the Council are, first, to secure that men of position and ability who are willing to work in the interests of the profession should be elected, and, secondly, that there should not be constant changes in the constitution of the Council. Experience in the performance of their duties on the part of members and a continuity in policy are desirable. We have no fear that the result of the altered system of nomination will be to render the Council non-representative of the profession. It is only while their proceedings meet with the approval of the members generally, that it will be any advantage to a candidate to be nominated by members of the Council.

It may be safe as a general rule to say that the court will carry into effect the wishes of a testator as expressed in his will, but the general rule must be taken subject to considerable qualifications. The expression of a testator's wishes may be clear enough, but if he has offended against technical rules of law the court puts the law above his intention, and the disposition he has designed will fail. This principle induced Chitty, J., in *Re Thompson* (44 W. R. 582) to overrule in two points the intention expressed in the will before him. A testator gave all his property to trustees for division among his children equally, the shares of sons to be paid on their respectively attaining the age of twenty-eight years, and the shares of daughters to be settled. The will further contained a clause cutting down the children's shares to £1,000 each in the case of sons, and to £500 in the case of daughters, if any of them should embrace a religious life. But the testator omitted to fortify the direction for postponement of payment till twenty-eight by disposing of the income in the interval, and hence the case fell within the principle, stated by Wood, V.C., in *Gosling* v. *Gosling* (Johns, p. 272), that the court recognizes the right of all persons who attain the age of twenty-one to enter upon the absolute use and enjoyment of the property given to them by a will, notwithstanding any direction by a testator to the effect that they are not to enjoy it till a later age, unless during the interval the property is given for the benefit of another. The principle was acted on in *Saunders* v. *Vautier* (Cr. & Ph. 240), and was affirmed by the House of Lords recently in *Wharton* v. *Masterman* (43 W. R. 449; 1895, A. C. 186). Consequently, the direction in the will in *Re Thompson* for postponement of payment was nugatory, and the shares were payable to the sons on attaining twenty-one. The testator was equally unfortunate in his attempt to punish his children in the event of their taking monastic vows. One son, who had attained twenty-five and had been for over a year a novice in a monastery, claimed nevertheless, and claimed successfully, full payment of his share of the testator's estate. Doubtless there are ways in which a testator can so give an interest that it shall pass from the legatee on the occurrence of a specified event, but he cannot do this by the simple process of cutting down a gift which he has in the first instance made absolute. This is a condition repugnant to the former gift, and the court will, as Chitty, J., did in the present case, ignore it.

"Combination as it now exists, legalized and recognized, is a great power." These words Lord James is reported to have used in unveiling recently a monument of the late Mr. John T. Fielding, for many years secretary of the Bolton Operative Cotton Spinners' Association. Undoubtedly the legal position of combination among workmen is a very different thing from what it was at the beginning of the century. Then a combination to raise wages was indictable as a criminal conspiracy, and the law had not recognized that the perpetual dispute between labour and capital could be carried out upon peaceable lines, and that for each party combination was a necessity. After successive statutory modifications of the law, it has now been enacted by the Trade Union Act, 1871, that the purposes of a trade union are not, by reason merely that they are in restraint of trade, to be deemed to be unlawful, so as to render any member of the union liable to prosecution for conspiracy; and the Conspiracy and Protection of Property Act, 1875, gives additional protection to combinations in furtherance of trade disputes. No agreement by two or more persons to do an act in furtherance of a trade dispute is to be indictable as a conspiracy if such act committed by one person would not be punishable as a crime. But these enactments, while distinctly legalizing combination among workmen, by no means preclude questions as to the methods by which the purposes of the combination are to be effected, and Lord James' panegyric in favour of trade unionism comes singularly enough at a time when labour disputes have assumed special prominence in the civil courts. In *Lyons* v. *Wilkins* (*ante*, p. 372) the Court of Appeal have recently held that peaceable persuasion used by one workman to another to leave the master's employment may be associated with the offence of picketing, and so expose the workman to be restrained by injunction; and where picketing is not in question, the persuasion may still be attacked as malicious. It is designed, so the argument runs, to induce injury to another, and then an action lies against the offending workman on the principle of *Temperton* v. *Russell* (41 W. R. 565; 1893, 1 Q. B. 715). The whole question may be expected soon to be discussed in the pending judgment of the House of Lords in *Flood* v. *Jackson*, and that judgment can hardly fail to have an important effect on the future conduct of trade-union disputes.

There are several cases which illustrate the rule that when different properties, some of which are onerous and some beneficial, are included in the same devise or bequest, the devisee or legatee must take the whole together, and cannot accept what is beneficial and refuse the rest. It is otherwise where two distinct gifts or legacies have been made by will to the same person. He may then disclaim one, and take the other. And even where there is apparently a single and undivided gift, the will may shew an intention on the part of the testator to allow the legatee an option. But *primâ facie*, as was pointed out by Fry, J., in *Guthrie* v. *Walrond* (22 Ch. D. 573), the fact that

there is only one gift is an indication of an intention that the legatee should take either the whole or none at all. So in *Re Hotchkys* (32 Ch. D. 408) it was considered by the Court of Appeal that where there was a devise of estates as a whole to a tenant for life, some of the estates being subject to charges, it was incumbent upon the tenant for life to pay the interest on the charges out of the aggregate income of the whole. These decisions have been followed recently by NORTH, J., in *Frewen v. Law Life Assurance Society* (*ante*, p. 621). The tenant for life of various estates which had been given as a whole mortgaged them to secure a sum of £12,000, and the mortgagees entered into possession. The estates were subject to charges, either existing in the life of the testator or created by his will, and the rents of some of the estates were insufficient to keep down the interest on the charges. The mortgagees of the tenant for life accordingly desired to give up possession of the onerous parts of the property, while retaining those parts the rental of which gave a profit. But NORTH, J., held that they had no such right of selection. The testator had given the property as a whole, and persons claiming under his gift were not entitled to split it up. Hence, at the instance of a remainderman, the mortgagees were compelled to keep the entire property.

UNDER CERTAIN circumstances a confession is the most conclusive evidence that can be given against a person accused of a crime; for in the majority of cases it is extremely unlikely that a man will falsely admit having committed an act the consequences of which to him may be loss of life or liberty. An alleged confession, however, which is afterwards disowned by the accused needs very satisfactory proof, especially when it is said to have been made verbally, for the witness may have misunderstood the prisoner, or his memory may be at fault as to the exact words used, or he may have mistaken the sense in which words were used. In the case of *Reg.* v. *Thompson* (41 W. R. 525; 1893, 2 Q. B. 12), CAVE, J., said: "I always suspect these confessions which are supposed to be the offspring of penitence and remorse, and which nevertheless are repudiated by the prisoner at the trial. It is remarkable that it is of very rare occurrence for evidence of a confession to be given when the proof of the prisoner's guilt is otherwise clear and satisfactory; but when it is not clear and satisfactory the prisoner is not unfrequently alleged to have been seized with the desire, born of penitence and remorse, to supplement it with a confession—a desire which vanishes as soon as he appears in a court of justice." When a confession is satisfactorily proved, the cases shew clearly that no corroborating evidence is necessary to warrant a conviction. It is, however, a fundamental principle of our law of evidence that a confession shall be admitted only when made freely and voluntarily, and is not admissible if made under the influence of either threats or promises. Last week a boy of twelve was charged at the North London Police Court with stealing plants from a garden. He was said to have been seen in the garden with other lads, and the prosecutor afterwards met him and accused him of the theft. The boy at first denied all knowledge of the matter; but on the prosecutor saying, "If you tell me the truth, I will let you off," he admitted his guilt and was prosecuted. Mr. HORACE SMITH, however, refused to convict on such evidence, and his decision was no doubt strictly in accordance with the law on the subject.

ANY ACT of material inducement is sufficient to make a confession inadmissible, even an indirect or merely implied promise. One of the commonest inducements dealt with in the cases consisted in merely saying, "You had better tell us all about it," or words to that effect. It is the duty of the court to ascertain whether or not a confession was voluntary before allowing a witness to repeat it. In the case of *Reg.* v. *Thompson* (*supra*) CAVE, J., suggested the following test by which magistrates may decide the admissibility of an alleged confession: "They have to ask, Is it proved affirmatively that the confession was free and voluntary, that is, was it preceded by any inducement to make a statement held out by a person in authority? If so, and the inducement has not clearly been removed before the statement was made, evidence of the statement is inadmissible." The confession when made under the influence of any threat or promise is generally said to be inadmissible only when made to a person in authority, or in the presence of a person in authority who does not dissent from the inducement offered. The interpretation of "person in authority" is, however, so wide that this restriction is seldom of practical importance; for not only are prosecutors, constables, gaolers, &c., persons in authority, but it has been held that any person assisting in the capture of a prisoner, the wife of a constable, the mother-in-law of the prosecutor, and even a neighbour of the prosecutor who interested himself in the matter, all came under the same description. Some judges, too, have differed from the majority, and have refused to admit a confession made to a person of no authority whatever (as a fellow servant), if made in consequence of any inducement held out by such person. It seems clear, however, that if a person with no authority at all persuades an accused person that it will be better to confess, and the prisoner in consequence confesses to a person in authority who knows nothing of the inducement, the confession is admissible.

THERE ARE certainly holes in the Patents, Designs, and Trade-marks Acts, 1883 and 1888. A register of trade-marks is to be kept at the Patent Office, but no one is directed to keep it. Then, again, there is really no provision for the case of a registered proprietor changing his, her, or its own name. If AMELIA BROWN, spinster, registers a trade-mark "Greif" for hat-grips and then becomes Mrs. JONES, or if a registered PERCIVAL KEENE takes the name and arms of DELMAR, it is quite clear the register ought to be altered. As it is no one's duty to keep it, *primâ facie* it is no one's duty to alter it; but the Patent Office does not take technical objections, and its genial comptroller is only too ready to assist if he can see his way to do so. Under section 92, with the leave of the court, he can alter the mark in an unessential particular. But the mark is just what Mrs. JONES doesn't want to alter, so that won't do. Is she, then, "a person aggrieved by the omission without sufficient cause of her name from the register," and entitled to relief under section 90? She is not such an aggrieved person, however aggrieved she may feel. Her maiden name is on the register, and there has certainly been no "omission without sufficient cause." Still there is one chance left. Has she not become entitled to the mark by assignment, transmission, or other operation of law under section 87? *Primâ facie* the layman would at once say, No. NORTH, J., however, in *Re New Ormonde Cycle Co.'s Trade-mark* (reported elsewhere), rather than render the Act nugatory, has answered the question in the affirmative. He held that under section 78 the comptroller must keep an up-to-date register, and, with pardonable ingenuity, the learned judge considers that on a change of name there is a title by operation of law. Hence, in the case above put, a spinster who changes her name on marriage becomes entitled to her own trade-mark by operation of law. This, though subtle, is possibly correct. Does she not become entitled to it under the Married Women's Property Act, 1882? It is difficult, however, to see where the operation of law, in the ordinary sense, comes in in the case of a man or a company. We are not aware whether Mr. GLADSTONE has yet added any notes to Butler's Dissertation on Personal Identity. If not, we would call his attention to the above decision as a valuable authority for the proposition that during every successive instant of personal identity a man becomes entitled to his own property by operation of law!

THE RECENT case of *Nicol* v. *Hennessey* (44 W. R. 584) illustrates one of the inconveniences of owning ships in sixty-fourth shares. Each owner has absolute control in respect of his share, and, out of court at least, no sale can take place without his consent. Under section 8 of the Admiralty Court Act, 1861 (24 Vict. c. 10), the court has power to direct the sale of a ship, but an application to the court is dilatory and expensive. In *Nicol* v. *Hennessey* the managing owner of a ship, with the consent of owners representing thirty-eight sixty-fourth shares, entered into a contract to sell her for £1,875. The plaintiff, who was owner of two sixty-fourth shares,

and whose proportion of the proceeds would be £57, objected to the sale on the ground of inadequacy of price; but in order, as she said, not to cause unnecessary trouble, she offered to sell her shares for £100. Without replying to this offer, the managing owner, with the consent of all the owners except the plaintiff, transferred the ship, giving a bill of sale of the plaintiff's two shares together with an indemnity against any action that might be brought in respect of them. The plaintiff thereupon claimed from the managing owner £100 on an implied contract to purchase the shares at that price, and alternatively she claimed damages for conversion. COLLINS, J., decided in her favour on the first claim, on the ground that the defendant by exercising acts of ownership over the plaintiff's shares had come under an implied contract to pay for them as on a sale, and he further held that the sum of £100, mentioned by the plaintiff and not repudiated by the defendant, might be taken to be the price under the implied contract. The defendant thus has to pay for taking the sale of the ship into his own hands instead of seeking the assistance of the Admiralty Division. The very prevalent practice of forming single-ship companies, besides its other advantages, furnishes a way out of such difficulties, and confers on the managers, or on the company in general meeting, full power of dealing with the ship and binding a minority without any recourse to the court.

THE COMPANIES BILL.

THE report of the Board of Trade Committee on the Companies Acts has had a very singular result. It commenced by stating that, having regard to the constitution of the Committee and the large experience of some of its members in the administration of company law, the Committee had not thought it necessary to examine a large number of witnesses. The Committee availed itself freely, however, of the results of previous inquiries, and numerous papers containing practical suggestions and criticisms were laid before it by various public bodies and by individuals specially conversant with the subject. All this mass of material is to be found printed in the appendix to the report, and it is clear from a perusal of the report that it had been carefully considered by the Committee. But the Committee, with great prudence, shrank from the task of taking oral testimony. It was probably seen that such evidence would do little in the way of eliciting facts, and would result in no more than the balancing of diverse opinions in matters in which the members of the Committee were perfectly competent to come to a conclusion.

In the absence of oral evidence, but fortified by documentary matter and their own extensive knowledge and experience, the Committee issued their report and prepared a draft Bill on the lines of the report. It has been generally admitted that there was much in the Bill which was valuable. The Committee approached the subject from a right standpoint. They displayed a wholesome dread of interfering unnecessarily with company business. The volume of it is enormous. The unsound or fraudulent practices which are sometimes brought to light affect only a slight proportion, and the interests at stake are too great to permit of any rash interference. The Committee were not frightened at the formation of companies by means of "dummy" shareholders; they rejected proposals for double registration and for the official supervision of the formation of companies; they declined to prohibit mortgages of uncalled capital; and, with the exception of Mr. Justice VAUGHAN WILLIAMS, they would have nothing to do with the publication of balance-sheets. The changes they did advocate were in some instances clearly beneficial. The ascertainment of the minimum subscription on which directors may proceed to allotment would check the waste of money in companies which are not favourably received by the public. The conversion of the first statutory meeting from a useless formality into a meeting at which the shareholders may exercise a real influence on the future of the company would be valuable. In the interest of the general creditors certain of the mortgages and charges peculiar to companies ought to be registered; in particular, mortgages of uncalled capital, mortgages for securing debentures, and floating charges. Sections 25 and 38 of the Companies Act, 1867, have caused much doubt and trouble, and the former section no little injustice. The Committee recommended their repeal, and proposed to preserve so much of them as was useful in a different form. The chief error made by the Committee was in the suggestion as to the contents of prospectuses. A prospectus is necessarily limited to three pages, and in this the draftsman can give all that can usefully be said about the outlook of the company. The proposals of the Committee seem to contemplate the compilation of a book.

The Bill as issued by the Committee was quite ready for discussion in the Legislature. It was not, indeed, acceptable to the Board of Trade. It did not take with sufficient decision the official view, and changes were made in it before it was presented to Parliament, notably with respect to the publication of balance-sheets. But this was a matter which was for Parliament to decide, and the two contending views were already sufficiently expressed in the report of the Committee and the minority report of Mr. Justice VAUGHAN WILLIAMS. Had there been time for the introduction of the Bill in the House of Commons, it would in the ordinary course have been read a second time and been referred to the Grand Committee on Law. As matters have turned out, it is unfortunate that this course was not adopted. The Committee has had little enough to occupy itself with, and no great amount of time would have been required to sift the good parts of the Bill from the bad, and send it back as a measure acceptable to the commercial community and to lawyers.

But this course was not adopted. The leisure of the House of Lords was thought to be more suited to the due consideration of the Bill, and there the very thing has happened which the Board of Trade Committee stated to be unnecessary. Instead of accepting the Bill as the work of experts already fully informed as to all the bearings of the matter, and contributing to it such discussion as might be expected from practical legislators, the House of Lords referred the Bill to a Select Committee, and the Select Committee have embarked on the useless and tedious task of taking oral evidence. The futility of this method is apparent from the reports of the proceedings. We do not mean that no useful suggestions have been made by the witnesses; but the greater part of what they have to say merely expresses their individual wishes and opinions, and in matters, such as the present, which are ripe for discussion in Parliament it is superfluous to collect a multitude of opinions from outside. The controversy centres chiefly round the clauses defining the duties of directors and requiring the publication of balance-sheets. But all the considerations which, so far, have been urged by the witnesses would in the natural course have been before the House had the discussion of the Bill been proceeded with at once. It does not require the apparatus of a Select Committee and *viva voce* evidence to discover that directors shrink from anything which looks like a stricter definition of their duties; nor is it essential to bring the inspector-general in bankruptcy to say that it is very necessary in the interests of the trading community that the position of a company's affairs should be made public. It is well known that that is the official view, and the question is whether it will commend itself to the practical men who it may be hoped will ultimately influence the progress of the Bill through Parliament.

The present inquiry will have the effect of postponing the Bill altogether, and it is hardly conceivable that the ultimate result will form a better ground for legislation than the House of Lords had in the report of the Board of Trade Committee. That report has been practically thrown away, and the Select Committee are embarked in a roving inquiry which may shew diversity of opinions, but which will not assist at arriving at definite conclusions. If anything is to be saved of the Bill—and it is a pity that the whole of it should be lost—the only way is to act on the suggestion made by Lord HERSCHELL, and proceed with such parts of it as are admittedly valuable. These are the portions relating to allotment, to the statutory meeting, to mortgages and charges, and possibly to audit. No time, too, should be lost in repealing section 25 of the Act of 1867. We do not want the glaring injustice of another case such as that of *Re Monnier (Veuve) et ses Fils* (44 W. R. 577). Clause 7, dealing

with allotments, requires a return to be made to the registrar o shares issued to be paid for otherwise than in cash; and this, with the penalty for default imposed on directors, meets the requirements of the case. So an amendment of section 38 should shew what contracts are really to be named in the prospectus, and put an end at once to the necessity for, and the doubt as to the effect of, the "waiver clause." But the provisions of clause 14 as to the contents of prospectuses must be struck out, and the duties and liabilities of directors can very well be left to the ordinary doctrines of the courts. Upon these lines something might perhaps yet be done to reap the fruits of the labours of the Board of Trade Committee. From the present inquiry before the Select Committee of the House of Lords nothing is to be expected.

THE DOCTRINE OF SUBROGATION IN INSURANCE CASES.

It is familiar law that when a contract of insurance operates, as in the case of marine insurance, as a contract of indemnity, the insurers, upon payment of the policy, are entitled to step into the shoes of the insured and claim the benefit of all remedies which the insured had against third parties. "I know of no foundation for the right of underwriters," said Lord Cairns, C., in *Simpson* v. *Thompson* (3 App. Cas. 284), "except the well-known principle of law, that where one person has agreed to indemnify another, he will, on making good the indemnity, be entitled to succeed to all the ways and means by which the person indemnified might have protected himself against or reimbursed himself for the loss." Hence, where the subject matter of the insurance has been lost through the negligence of a third party, the insurer, on paying the insurance money, is entitled to sue in respect of the negligence, and to recover any damages which would have been payable to the insured.

In *Simpson* v. *Thompson* (*supra*) it had been held by the Court of Session that this right of the insurers was not vested in them merely by way of subrogation, but was an independent right which they could assert on their own account, and quite irrespective of the position of the insured in the matter. The circumstances in that case were curious. In 1867 the steamship *Dunluce Castle* was run down and destroyed by the steamship *Fitzmaurice*. Both of them belonged to the same owner, Burrell, of Glasgow. Burrell, as owner of the *Fitzmaurice*, admitted his liability, and, claiming the limitation of £8 per ton under the Merchant Shipping Acts, paid £3,590 into court, leaving it to those who had any claim against him to establish it against that sum. Claims were made against the fund by the owners of the cargo on board the *Dunluce Castle*, and by the crew of the ship in respect of their effects lost in the collision. Moreover, the underwriters, who had paid Burrell £6,000 under the insurances on the lost ship, sought to rank as creditors against the fund *in medio* for that amount. The Court of Session supported the claim of the underwriters, on the ground that an independent right to recover against Burrell had vested in them, a right which under the Merchant Shipping Acts was limited to their proportion of the money paid into court. The property in the sunk vessel, it was said, passed to the underwriters upon their paying on the loss, and the right to recover damages for the loss passed also as an incident of the property. But in the House of Lords this theory of the right of the underwriters being an incident of property in the lost ship, and passing to them by virtue of a transfer effected by operation of law, was rejected, and Lord Cairns laid down instead the principle embodied in the passage quoted above. Inasmuch, therefore, as the underwriters were only entitled to succeed to the rights which the owner of the *Dunluce Castle* had against the owner of the *Fitzmaurice*, they succeeded under the circumstances to no rights at all. The two ships were in the same ownership, and the owner could not in respect of one maintain an action against himself in respect of the other. Thus the decision clearly illustrated the principle that the insurer only recovers by being subrogated to the rights of the insured, and he is subject to any disqualification in respect of such rights which is attached to the person of the insured.

The general principle that the insurer after payment is entitled to stand in the place of the insured was clearly enunciated by Lord Hardwicke, C., in *Randal* v. *Cockran* (1 Ves. Sen. 98). Letters of reprisal had been granted by the Crown against the Spaniards in order that British subjects might compensate themselves for losses sustained. The commissioners appointed to adjudicate on claims to prizes refused to recognize any claim on the part of the insurers, but only on the part of the owners, although these had been already satisfied for their loss by the insurers. But the Lord Chancellor held that the underwriters had the plainest equity to share in the prizes. The person, he said, originally sustaining the loss was the owner, but after satisfaction made to him the insurer, and anything received by the insured would be held by him as trustee for the insurer. Although, therefore, the commissioners had done right in looking to the ownership only, and in refusing to be entangled in matters of account between the owners and the underwriters, yet in equity the prize fund belonged to the underwriters in proportion to the amount paid by them. This is equivalent to the established rule that although the insurer is subrogated to the rights of the insured, yet he is bound to sue in the name of the insured, and has no independent right to sue in his own name.

A leading case in which this right of the insurer to sue in the name of the insured was recognized is *Mason* v. *Sainsbury* (3 Doug. 61). A house insured in the Hand-in-Hand Fire Office had been destroyed in the Gordon riots in 1780, and the office paid the loss. Subsequently the office, suing in the name of the insurer, brought an action under 1 Geo. 1, c. 5, s. 6, to recover compensation from the hundred. For the hundred it was argued that, since the insurer had already been paid, he had received satisfaction for his loss, and so had no further right of action. But the Court of King's Bench, presided over by Lord Mansfield, rejected this view, holding that the primary liability was on the hundred, that the contract of insurance was only a contract of indemnity, and that, in deciding the case as between the hundred and the insurer, it was exactly the same as if the policy moneys had not been paid. "The office," said Lord Mansfield, "paid without suit, not in ease of the hundred, and not as co-obligors, but without prejudice. It is, to all intents, as if it had not been paid." Consequently there was no bar to recovery by the insurer against the hundred, though whatever he recovered would be held by him, upon the principle of *Randal* v. *Cockran*, in trust for the insurers.

In *Yates* v. *Whyte* (4 Bing. N. C. 272) these two cases—*Randal* v. *Cockran* and *Mason* v. *Sainsbury*—were treated as conclusively establishing that, in an action by the insured against the wrongdoer whose conduct has caused the loss, the wrongdoer cannot deduct from the amount of damages to be paid by him the amount paid by the insurers in respect of the loss. The point, said Park, J., "has been decided ever since the time of Lord Hardwicke, so much so that it has been laid down in text writers, that where the assured who has been indemnified for a wrong recovers from the wrongdoer, the insurers may recover the amount from the assured. In *Randal* v. *Cockran* it was said they had the clearest equity to use the name of the assured in order to reimburse themselves, and in *Mason* v. *Sainsbury* the judges were all unanimous; they held, indeed, that the insurers could not sue in their own names, but they confirmed the general doctrine, that the wrongdoer should be ultimately liable, notwithstanding a payment by the insurers." Otherwise, as Tindal, C.J., in the same case pointed out, the wrongdoer would pay nothing, and would take all the benefit of a policy of insurance without paying the premium. Upon *Yates* v. *Whyte*, and the cases thus referred to in it, the House of Lords founded their decision in *Simpson* v. *Thompson* (*supra*).

So far, then, the law is quite clear. It is assumed that by the fault of a third party a loss has been sustained which is covered by the policy. The insurer pays the policy moneys, and then sues in the name of the insured to recover damages from the wrongdoer. But suppose there is a doubt whether the loss is covered by the policy or not, and nevertheless, to avoid dispute with the insured, the insurer pays. Is he still subrogated to the rights of the insured against the wrongdoer, or can the wrongdoer raise the point that the loss is outside the policy, and if he is successful in this contention can he resist the claim of the insurer? This question has

arisen in the Queensland appeal of *King* v. *Victoria Insurance Co.* (44 W. R. 592) decided by the Privy Council recently. The Bank of Australasia effected an insurance with the Victoria Insurance Co. on a cargo of wool from Townsville to London. While a part of the wool was on a lighter at Townsville, waiting to be placed on board ship, a storm arose, and the lighter was sunk and the wool destroyed or damaged in consequence of the breaking loose of certain Government punts which had not been properly secured. The bank claimed against the insurance company on the policy for a loss of £920. The company paid that amount, and took a formal assignment from the bank of all their rights and causes of action against the Government, the bank stipulating that the assignment should not authorize the use of their name in legal proceedings. The insurance company thereupon sued the Government for negligence, and obtained a judgment for £1,007; but the Government moved to set it aside on the grounds that the loss was not within the risks covered by the policy, and that the assignment of a mere right to recover damages was illegal. The Supreme Court of Queensland appear to have allowed the validity of the first objection, and to have been of opinion that the insurance company were not liable on the policy; but they held that the right to recover damages was well assigned to the company, and consequently the judgment was upheld.

The possibility of assigning a right to recover damages for a tort so as to confer on the assignee power to sue in his own name depended on a provision in the Queensland Judicature Act, identical with that of section 25 (6) of the English Judicature Act, 1873. Its assignability depended, that is, on whether it was a "legal *chose in action*." This question, which was decided in the affirmative by the Queensland court, is not free from difficulty. It has been denied, indeed, that a right to sue in tort is a *chose in action* at all (see *Law Quarterly Review*, vol. 9, p. 315), and it has been held that an assignment of rights against a tort feasor is absolutely void (*Prosser* v. *Edmonds*, 1 Y. & C. Ex. 481). On the other hand, no such objection was taken to the validity of an assignment of a claim for wrongful conversion of goods in *Cohen* v. *Mitchell* (25 Q. B. D. 262). Upon this point the Privy Council preferred not to say anything, though they accepted the decision of the Queensland court that the assignment gave the insurance company a right to sue in their own name, which by mere subrogation they would not have had.

Upon the other point, however, the Privy Council differed from the Queensland court, and the question of the right to sue in the name of the insurer became simply one of form. The subrogation of the insurer to the rights of the insured does not, so it is held, depend upon the validity of the claim of the insured on the insurer. It is not for the wrongdoer to raise in answer to the action by the insurer a dispute which the insurer has not chosen to raise against the insured. To the Committee, said Lord HOBHOUSE, it seemed a very startling proposition to say that when insurers and insured had settled a claim of loss between themselves, a third party who caused the loss might insist on ripping up the settlement and on putting in a plea for the insurers which they did not think it right to put in for themselves, and all for the purpose of availing himself of a highly technical rule of law which had no bearing on his own wrongful act. After pointing out that the question of negligence had been as fully and fairly tried in the action as it could have been in an action by the bank, and that the Government had not been in any way prejudiced, Lord HOBHOUSE said that the Committee rested their judgment on the broad and simple ground that a payment honestly made by insurers in consequence of a policy granted by them, and in satisfaction of a claim by the insured, was a claim made under the policy which entitled the insurers to the remedies available to the insured. Hence the defence of the Queensland Government failed, and the doctrine of the subrogation of the insurer to the rights of the insured is shewn to be independent of the strict liability of the insurer upon the policy.

It is stated that at the trial of Dr. Jameson and his companions the Lord Chief Justice will not allow the presence of ladies on the bench, as was the practice of his predecessor in office, the late Lord Coleridge, on the occasion of any *cause célèbre*.

LEGISLATION IN PROGRESS.

VEXATIOUS ACTIONS.—The Lord Chancellor, in moving the second reading of the Vexatious Actions Bill, said that the difficulty was to have some process by which they could stop useless, wanton, and mischievous actions, and at the same time not place unnecessary obstruction against the bringing of causes where there was really a grievance. It was proposed by the Bill that the conduct of a person engaging in wanton and vexatious litigation, and not paying the necessary costs, should be brought to the attention of the Attorney-General, and the Attorney-General might in his discretion apply to the High Court, who might then make an order that no process should in future be issued in that person's behalf without leave obtained in the High Court for the purpose. While the interests of the public and of citizens who had good cause of complaint were sufficiently protected by the provisions of the Bill, he thought the time had arrived when persons should be protected from groundless and vexatious proceedings, and the infliction of the costs attending them. Lord HERSCHELL agreed that some measure of this kind was necessary, and he was satisfied that, while the Bill gave protection against wanton and vexatious actions, it placed no obstruction in the way of persons who had real cause of action. The Bill was read a second time.

BILLS ADVANCED.—The Land Charges Bill has been read a third time in the House of Lords, and the Short Titles Bill has been read a third time in the House of Commons.

REVIEWS.

LIBEL AND SLANDER.

A DIGEST OF THE LAW OF LIBEL AND SLANDER, WITH THE EVIDENCE, PROCEDURE, PRACTICE, AND PRECEDENTS OF PLEADINGS, BOTH IN CIVIL AND CRIMINAL CASES. By W. BLAKE ODGERS, M.A., LL.D., Q.C. Third Edition. Stevens & Sons (Limited).

When a lawyer desires to consult a text-book on a point of law relating to libel or slander, he naturally turns to Mr. Blake Odgers' book, which has for a good many years been regarded as a standard treatise on the subject. The work has now reached a third edition. The second edition was published in 1887, since which time there have been several very important statutes enacted, and a large number of cases reported relating to this branch of the law. The general arrangement of the work is unchanged in this edition. The repeal of the Acts of *Scandalum Magnatum* has allowed one chapter to be entirely omitted, and the Law of Libel Amendment Act, 1888, has allowed the subject of libels in newspapers to be fully treated of under the head of Privileged Reports.

Mr. Odgers introduces us to a new expression, namely, "trade libel," which he uses to include all statements which do not attack a man's moral character or affect his reputation, but which injure his business by disparaging his goods either as to their quality or by stating that they infringe some patent, or in some other similar manner. These trade libels have been frequently before the courts of late years; the subject is well treated, and fully deserves the space given to it in this edition.

We find also some interesting new matter on the privilege attaching to the publication of statements to what the author calls "domestic tribunals." He includes under this term the council of a profession or trade, the synod or assembly of a religious sect, and suchlike committees which have power to settle disputes between members of the larger bodies which they represent. Malice in certain special cases, as in giving a servant a character or in answering confidential inquiries, is with advantage much more fully considered than in the former edition.

In the appendices will be found some valuable additions to the useful collection of precedents, among which may be mentioned the forms of statements of claim in actions for libel on goods and trade libel. The long summing-up by Lord Coleridge in the case of *Reg.* v. *Ramsey and Foote*, which was printed *verbatim* in the appendix to the second edition, has now disappeared, and blasphemous libel is now so little likely to occupy the attention of the practitioner that the seventeen pages which this exposition of the law took up is better put to some other use. Its place is taken by a most interesting and instructive review of the course of recent legislation as to libels in newspapers up to the passing of the Act of 1888, which the author describes as "a useful and practical measure for which its framer, Lord Glenesk, deserves the thanks of all journalists and the congratulations of the public."

This new edition contains an enormous number of additional references to cases, and seems to mention every case on defamation reported up to the end of last year. In fact the subject is brought well up to date, and the third edition will no doubt maintain, if it

does not increase, the high reputation which this book already enjoys.

BOOKS RECEIVED.

Leading Cases in Modern Equity. By (the late) THOMAS BRETT, B.A., LL.B., Barrister-at-Law. Third Edition. By JOHN DAVENPORT ROGERS, formerly Stowell Fellow of University College, Oxford, and JOHN MARCH DIXON, B.A., LL.B., Barrister-at-Law. William Clowes & Sons (Limited).

Practical Forms of Agreements relating to Sales and Purchases, Enfranchisements and Exchanges, Mortgages and Loans, Letting and Renting, Hiring and Service, Building and Arbitrations, Debtors and Creditors, &c. By H. MOORE, Esq. Fourth Edition. Revised and Edited by HERBERT PERCIVAL, LL.B., Barrister-at-Law. William Clowes & Sons (Limited).

A Preliminary Treatise on Evidence at the Common Law. Part I. Development of Trial by Jury. By JAMES BRADLEY THAYER, Wild Professor of Law at Harvard University. Boston: Little, Brown, & Co.

CASES OF THE WEEK.

Court of Appeal.

Re **HAMILTON, CADOGAN** *v.* **FITZROY**—No. 2, 10th July.

CHARITY—BEQUEST OF PURE PERSONALTY—TENANT FOR LIFE—POWER TO TRUSTEES TO INVEST IN REAL SECURITIES—INVESTMENT ON MORTGAGE OF LAND AFTER DEATH OF TESTATRIX.

This was an appeal from a decision of Kekewich, J., who had held that a gift by will to certain charities was invalid, *pro tanto*, by reason of the trustees having exercised their option to invest part of the property in mortgages of real estate. Harriet Hamilton, by her will, made in 1866, appointed her daughter Harriet Faulconer Hamilton and one George Woodcock executors and trustees, and devised her real estate (subject to certain payments thereout) to them upon trust for Miss Hamilton for her life, and then for Woodcock in fee. All such parts of her personalty as could not by law be devoted to charitable purposes were given upon trust for Miss Hamilton for life, and then for Woodcock absolutely. The testatrix next bequeathed "all the residue of my personal estate not hereinbefore disposed of" to her trustees upon trust to call in, sell, and convert into money, and to invest the net proceeds in Government or real securities or in such other securities as they should think fit, and to pay the income to Miss Hamilton for life for her separate use, and after her death should make certain payments out of the capital, and subject thereto should raise a sum of Government stock sufficient to produce, clear of all deductions, the annual income of £141, which was to be applied as a fund to provide scholarships for the pupils of the Royal School for Naval and Marine Officers' Daughters; secondly, should invest a sum of £3,000 for the benefit of the Warneford Hospital, Leamington; and, thirdly, should apply all the residue of the personal estate in augmentation of the fund intended to produce the annual income of £141. The testatrix died in 1877. Her whole estate then consisted of pure personalty; but subsequently, in 1878 and in 1880, the trustees, in the exercise of their power of investment, invested two sums of £350 and £100 on mortgages of real estate. The mortgages were still outstanding. Miss Hamilton died in 1895, and the trustees then took out an originating summons to have it determined whether the charitable gifts failed, *pro tanto*, by reason of the investments in real securities. Kekewich, J., held that the bequests were invalid to the extent of the sums so invested, and the Royal School for Naval and Marine Officers' Daughters and the Warneford Hospital, respectively, appealed.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., after stating the facts, said:—Now comes the question whether, those investments having been made on mortgage of real estate, and the mortgages not having been called in, the bequest of the personal estate to the charities fails to the extent of those two mortgages. Before I look at the exact nature of the will, it appears to me that there are one or two principles which must be borne in mind. The first principle I take to be this. In determining whether any clause in a will is legal or illegal you must look at the will and at the directions in the will, and if all you find is a direction which is not invalid in form, but is perfectly valid—if, for instance, all you find is that the trustees have an option to invest in property which cannot be given to charities—you cannot say that when the testatrix dies and the will comes into operation there is anything illegal in the gift. That has been settled in more cases than one, and principally in *Curtis* v. *Hutton* (14 Ves. 537, 539). Other cases are mentioned in Mr. Tudor's book on Charitable Trusts (3rd ed., p. 413). Now, another principle which also must be borne in mind is this. There is rather a presumption against the testator leaving to his trustees the decision whether the *cestuis que trustent* are to take or not. That is not the primary duty of trustees. No doubt a testator might make a will under which the beneficial interests do depend on the view of the trustees; but I could not spell out of an option to invest an option to say that persons whom the testator intended to be benefited shall not take at all. Let us look at the will to see what the testatrix in this case does say. After disposing of her land, and after disposing of her impure personalty, in the way which I have mentioned, she bequeaths unto the trustees all the residue of her personal estate. [The Lord Justice read the gift, and continued:—] Then she directs her trustees to set apart a sum of Government stock sufficient to produce an annual income of £141. I pause there, and observe that that sum is intended to go to a charity. There is a distinct gift of pure personal estate to those charities. But it is obvious that if Kekewich, J.'s, view is correct, inasmuch as that sum might have arisen from these mortgages, if called in and applied for that purpose, this gift in such an event would to that extent have failed. That cannot be. This gift of £141 cannot be valid or invalid according to the way in which the Government stock happens to be raised by the trustees under their option. I do not think that is conceivable. The testatrix has taken care to say that nothing but pure personalty shall go to the charities. If the learned judge's view were right, that gift would be invalid, *pro tanto*, as much as any other gift. [The Lord Justice read the gift to the Warneford Hospital.] I cannot suppose that that is invalidated by an investment in land made for the benefit of the tenant for life. She is dealing still with pure personalty, and she has given the balance of her estate, either by augmenting the £141 or otherwise, for the benefit of the charities. Is it to be held that because at the death of the tenant for life some of the residuary pure personalty was invested on mortgage of real estate those gifts cannot take effect? The point is a new one, so far as I know; I have never heard of exactly this question arising before. Kekewich, J., has said, "Yes, to the extent to which this personal estate is invested on mortgage." He proceeds mainly on the authority of *In re Corcoran*, *Corcoran* v. *Riddell* (41 W. R. 311). There are passages in North, J.'s, judgment in that case which, if not read carefully, are calculated to lead to the inference that he would have thought the validity or invalidity of such a gift depended not on the provisions of the will, but on the actual state of the property. I do not think the learned judge meant that, because he was there dealing with a will which did not bequeath pure personalty to charity, but directed the trustees to divide pure and impure personalty among certain charities as it then stood invested. He had to grapple with the will, the terms of which were explicit, and, having got a will which, as construed by him, meant this and stated this, "You are to divide amongst the following charities impure as well as pure personalty," he came, of course, to the conclusion that that must fail. I think North, J.'s, observations, even those most relied upon by Mr. Carson, must be understood with reference to that particular will. The will there did not, as this one does, tell the trustees to apply only pure personal estate to charitable purposes; but said, "You are to divide or apply the property in the state in which you find it." That, of course, cannot be done. I do not think the learned judge ever intended to go so far, and certainly I should not be prepared to go so far, as to say that the question whether a charity can take or not depends upon the view with which the trustees may have exercised their option of investing on real or other securities. If the testatrix had directed them to transfer mortgages to the charities, there would have been a difficulty; but that is not what she means, and it would not be right to construe the will as containing any direction of that kind. She has most carefully framed her will so as to direct the trustees to transfer to the charities nothing but pure personalty. I think we should be going quite beyond the principles on which the authorities have proceeded if we were so to construe them as to hold that whether a charity can take or not was to depend on the exercise or non-exercise by the trustees of their option. This power or option is simply a power for the management of the estate, and is not intended in any way to deprive the parties of those benefits which the testatrix clearly intended to give them. I think the decision of Kekewich, J., was erroneous. The appeal must be allowed, and a declaration made the other way.

LOPES and RIGBY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Dibdin; J. W. Baines; T. H. Carson; J. E. H. Benn.* SOLICITORS, *Bridges, Sawtell, Heywood, & Co.; Field, Roscoe & Co.*, for *Field & Sons*, Leamington; *Warren, Murton, & Miller*, for *Woodcock & Co.*, Coventry.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

Re **MACDUFF, MACDUFF** *v.* **MACDUFF**—No. 2, 4th and 5th June.

WILL—CONSTRUCTION—CHARITY—"PHILANTHROPIC" PURPOSE—BEQUEST FOR "PURPOSES CHARITABLE, PHILANTHROPIC, OR . . . "—VALIDITY.

This was an appeal from a decision of Stirling, J. (reported *ante*. p. 316, 44 W. R. 344). By his will, dated the 24th of July, 1889, the Rev. J. R. Macduff, D.D., "formerly minister of Sandyford church and parish, Glasgow, but now having my domicile in England," disposed of his property as therein stated. The testator also executed a document, dated the 27th of August, 1889, which was admitted to probate together with the will and codicils, and of which the material part was as follows: "I, John Ross Macduff, will from my estate the entire sum of £10,000 to be appropriated and allocated for some one or more purposes charitable, philanthropic, or . . . . The precise purpose or purposes I would desire to be named by my daughter, Annie S. Macduff, but should she from any cause fail or be unable to indicate these, I leave the elder surviving sons of my brothers, in co-operation with any others in whose wisdom and experience they can thoroughly rely, to see my wishes carried into effect. I am unable personally to tie myself down to any specific scheme, as many objects supremely claimant to-day may cease to be so after a series of years, while others at present undreamt of may be found urgent." The testator died on the 30th of April, 1895, leaving his said daughter his heiress at law and sole next of kin. An originating summons was taken out by the daughter, the Attorney-General and her co-executors being defendants, asking whether any bequest of £10,000 to take effect on the death of the said Annie S. Macduff (who had a life interest in the whole of the testator's residuary estate) was effectually made by the will and codicils of the said testator for any charitable or other purpose. Stirling, J., held that the gift could not be held to be bad simply by

reason of the existence of the blank, "charitable, philanthropic, or . . ." : *Illingworth* v. *Cooke* (9 Hare. 37), *Gill* v. *Bagshaw* (14 W. R. 1013, L. R. 2 Eq. 746). His lordship held further that the word "philanthropic" was wide enough to comprise purposes which were not charitable in the technical sense, and consequently that the trust declared by the testator could not be supported. The Attorney-General appealed.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said:—I do not think we shall be any the better of considering our judgment in this case. All of us have thought over it since the case was first opened, and the conclusion we have arrived at is that the judgment of Stirling, J., is right. The case is a difficult one, and turns on the construction of the testator's will. [The lord justice read the material parts of the documents admitted to probate, and continued:—] Now, the question we have to consider is, What is the effect of those clauses in a will? On the one hand it is said that, notwithstanding the generality of this language, the sum of £10,000 is appropriated for general charitable purposes, and, if so, of course a scheme must be directed. On the other hand it is said—and the learned judge has taken that view—that the language is too general, too uncertain, too vague to amount to a charitable bequest and disposition of the sum of £10,000, and that the gift therefore fails. Now, without going through the cases which have been decided on this subject, it appears to me that the first point to consider is this, What is the effect of the language used by the testator? We have here a will which contains the expression, "for some one or more purposes, charitable, philanthropic, or . . ." At first I was inclined to think that that blank made the gift too indefinite, but on reconsidering that question, and on observing a similar blank in the will in *Re White, White* v. *White* (1893, 2 Ch. 41), I have come to the conclusion that the learned judge was right on that point, and that the true construction is that the £10,000 is to be appropriated and allocated for some purposes, charitable or philanthropic. That gets over the first difficulty. I am not inclined to dissent from the view taken by the learned judge; on the contrary, I think it is right, having regard to the authorities and especially to the blank in the will in *White* v. *White*. Having got over that difficulty, the question is, What is the meaning of this gift? The first point to observe is that there is nothing definite here at all. It is all indefinite; not a gift to some specific institution—there is not a context of that kind. There is no context except this, that the £10,000 is to be appropriated or allocated to some one or more purposes, charitable or philanthropic, with the additional clause that the testator is unable to tie himself down to any specific scheme. That is all we have got in dealing with these general bequests; bequests framed in general language like this without any other context to help one. What has one to get at? In order to hold such a gift to be valid you must get at this—something sufficiently definite to guide the court as to the kind of trust it is to execute, and the kind of trust which the court will in such a case execute must be of the kind technically called a charitable trust. [To shew that that was the right principle the learned judge referred to *Morice* v. *The Bishop of Durham* (10 Ves. 521), *James* v. *Allen* (3 Mer. 17), and *Ellis* v. *Selby* (1 My. & Cr. 286).] Is there, then, in this case such a general indication of trusts which the court is called upon to execute that the court can see what it is to execute? That brings us to this question about the meaning of the words "charitable or philanthropic." "Charitable," I suppose, is used in the popular sense. I do not suppose for a moment that the testator intended to use it in the very wide and indefinite sense in which it is used in the courts of equity. What, then, is the meaning of "philanthropic"? Obviously, I think, it means something distinct from "charitable." What exactly he does mean by philanthropic is not clear at all. I cannot put any definite meaning on that word. All I can say is that a "philanthropic purpose" must be a purpose which indicates good will to mankind in general. Here arises a difficulty which the Attorney-General availed himself of with great skill. He says, What philanthropic purpose is there which is not charitable? The word "philanthropic" is of such a vague character that it is extremely difficult to say. But I think I can suggest indications of good will to rich men as distinguished from poor men—not wide, loose indications of good will towards mankind—which would not be charitable. I am aware that a trust may be charitable, though it benefits the rich as well as the poor, but I doubt very much whether, if it excluded the poor, it could be held to be charitable, though even in that case it might be philanthropic. I do not know with anything like certainty what is meant by the word "charitable" in this will, and I do not know at all what is meant by "philanthropic." It follows that the trustees might apply this £10,000 to purposes which might or might not be charitable in the technical sense. If that be so, this gift cannot be treated as a charitable bequest. Reliance is placed upon the judgment of Lord Macnaghten in *Commissioners of Income Tax* v. *Pemsel* (1891, A. C. 531, 583). When we look at that judgment it is plain what Lord Macnaghten meant. He took the classification of charities from the argument of Sir Samuel Romilly in *Morice* v. *The Bishop of Durham* (*ubi supra*). The passage in Lord Macnaghten's judgment runs thus: "Charity in its legal sense comprises four principal divisions: trusts for the relief of poverty; trusts for the advancement of education; trusts for the advancement of religion; and trusts for other purposes beneficial to the community, not falling under any of the preceding heads." Now, Sir S. Romilly did not mean, and I am quite certain Lord Macnaghten did not mean, to say that everything which was an object of public utility must necessarily be a charity. Some may, and some may not. That is the true explanation of *Kendall* v. *Granger* (5 Beav. 300), when the language was that the property was to be "applied for the relief of domestic distress, assisting indigent but deserving individuals, or encouraging undertakings of general utility," and that was held not to be a valid charitable bequest. Lord Langdale, a great authority on such questions, came to the conclusion that that was not necessarily a charity, and I am not aware that that decision has ever been overruled. Now, what Lord Macnaghten said was simply this: he said that charity in its legal sense comprises four principal divisions. No doubt, in dealing with the fourth head, he leaves out those somewhat significant words which shew that Sir S. Romilly saw, as I have no doubt Lord Macnaghten also saw, that there might be cases of trusts for purposes beneficial to the community which yet were not charitable trusts. After all, we must fall back upon the statute of Elizabeth (43 Eliz. c. 4), and must have regard, as Lord Eldon says, to the spirit of that Act. This court has, as I have said, taken great liberties with charities, but the number of such liberties is always restricted by falling back, or professing to fall back, on the statute of Elizabeth. Can we get in this will any direction that the £10,000 is to be applied only to uses which this court considers charitable? My answer is, No. I think the learned judge was perfectly right, and that the appeal must be dismissed with costs.

LOPES and RIGBY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Sir R. Webster*, A.G., and *Ingle Joyce*; *Hadley*. SOLICITORS, *Thomas Webster*; *Solicitor for the Treasury*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

PATERSON *v.* **GAS LIGHT AND COKE CO.**—No. 2, 9th June.

GAS SUPPLY—CONSUMER—COMPANY—RECEIVERS AND MANAGERS—ARREARS—RIGHT TO REFUSE SUPPLY UNTIL ARREARS PAID—INCOMING TENANT—GASWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 15), s. 16—GASWORKS CLAUSES ACT AMENDMENT ACT, 1871 (34 & 35 VICT. c. 41), s. 11—GAS LIGHT AND COKE CO.'S ACT, 1872 (35 VICT. c. CXXIII.), s. 18.

Appeal from a decision of Kekewich, J. (reported *ante*, p. 388). The plaintiffs were joint receivers and managers on behalf of mortgage debenture-holders of Marriage, Neave, & Co. (Limited), corn millers and flour dealers, Battersea, the first named being appointed by the trustees for the second debenture-holders under the powers contained in their trust deed, and entering into possession of the company's premises on the 7th of February, 1896, and carrying on the business until the 17th of February, on which date he and the second-named plaintiff were, by an order of the court in an action by the first debenture-holders, appointed joint receivers and managers of the property and business of the company. Since the latter date they had been in possession, and carried on the business. The Gas Light and Coke Co. supplied gas to the mills, and threatened to cut off the supply under the following circumstances. Marriage, Neave, & Co. were indebted to the gas company to the amount of £90 14s. 5d. for gas supplied for the quarter ending December, 1895. This amount was not paid, and on the 25th of February a final notice was left at the company's office at Battersea requiring payment, and stating that if default were made the supply would be cut off. By an oversight the receivers and managers had omitted to give notice as incoming tenants to the gas company that they required a supply of gas. But on the 26th of February Mr. Paterson wrote to the gas company, on behalf of himself and his co-receiver, stating that he had been in possession, on behalf of the second debenture-holders, since the 7th of February, and, as co-receiver with Mr. Stephens under an order of the court, since the 17th of February on behalf of the first debenture-holders, on whose behalf he and Mr. Stephens were now carrying on the business; that they desired to be supplied with gas and to become renters of the gas company from the 7th of February, and offering to pay for all gas consumed after that date, but regretting that it was not in their power to pay the debt due from Marriage, Neave, & Co. (Limited), and asking for the matter to stand over to be dealt with by the liquidator. On the 27th of February the defendant company wrote to the plaintiff Paterson that the supply of gas would be discontinued unless they received payment of the £90 14s. 5d., or a guarantee for the payment of the account and for all gas from December, 1895. By arrangement the defendants, on payment by the plaintiffs, agreed not to cut off the gas, and to abide by any order the court might make with regard thereto. The plaintiffs on the 5th of March issued a writ, and gave notice of motion for an injunction to restrain the gas company from cutting off the supply of gas, and on the motion being heard it was agreed that the motion should be treated as the trial of the action. By section 16 of the Gasworks Clauses Act, 1847, "If any person supplied with gas by virtue of this or the special Act neglect to pay the rent due for the same to the undertakers, the undertakers may stop the gas from entering the premises of such person by cutting off the service pipe or by such means as the undertakers shall think fit." Section 11 of the Gasworks Clauses Act, 1871, provides that "the undertakers shall, upon being required so to do by the owner or occupier of any premises, . . . give, and continue to give, a supply of gas to such premises, . . . subject to the conditions following. . . . Every owner or occupier of premises requiring a supply of gas shall serve a notice upon the undertakers at their office, specifying the premises in respect of which such supply is required, and the day (not being an earlier day than a reasonable time after the date of the service of such notice) upon which such supply is required to commence, enter into a written contract with the undertakers (if required by them so to do) to continue to receive and pay for a supply of gas for a period of at least two years, &c. . . . Provided always that the undertakers may, after they have given a supply of gas for any premises, by notice in writing, require the owner or occupier of such premises, within seven days after the date of the service of such notice, to give to them security for the payment of all moneys which may from time to time become due to them in respect of such supply, . . . and if any such owner or occupier fails to comply with the terms of such notice, the undertakers may, if they please, discontinue to supply gas for such premises so long as such failure

continues." Section 18 of the Gas Light and Coke Company's Act, 1872, is as follows: "In case any consumer leave the premises where gas was supplied to him without paying to the company the rate or meter rent due from him, the company shall not require from the next tenant of the premises payment of the arrears so left unpaid, unless the incoming tenant agreed with the defaulting consumer to pay the arrears, or unless the incoming tenant shall continue the trade or business of the outgoing tenant, and shall have paid to the owner, lessee, or mortgagee in possession, or to the outgoing tenant of such premises, a consideration for so doing; but the company shall, notwithstanding any such arrears, in the absence of collusion between the outgoing and incoming tenant, supply gas to the incoming tenant as required by this Act, on being required by him so to do." Kekewich, J., held that the receivers and managers were new occupiers and as such entitled to a supply of gas. Further, they were not liable, under the exception in section 18 of the company's private Act of 1872, as incoming tenants continuing the business of the outgoing tenants, and as having paid consideration to them for so doing. The defendant company appealed, and urged that the receivers were in no sense incoming tenants or new occupiers, and nothing had happened to displace the company's power to cut off the gas supply. The receiver, until a special manager was appointed, was in the same position as the official receiver, a person appointed to receive the debtor's assets. The point was covered by *Re Smith, Ex parte Mason*, 41 W. R. 159; 1893, 1 Q. B. 323.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., after stating the facts, said:—It is important to observe that the £90 14s. 5d. became due from the mill company whilst the debenture-holders' security was a floating security. It is also important to bear in mind that the gas never was in fact cut off. No new or fresh supply was wanted, no pipes had to be laid down, no meter had to be provided. What the plaintiffs wanted was simply that the defendants should allow gas to come as usual, and not prevent it from so doing. The defendants were quite willing to do this if the plaintiffs would pay or undertake to pay the £90 14s. 5d. The plaintiffs would not do this. But there was no other dispute between the parties. [After referring to several public and private Acts of Parliament relating to gas companies, and having merely a general bearing on the question, his lordship continued:—] The only sections which really govern the question which has to be decided are section 16 of the public Act of 1847 and section 18 of the company's private Act of 1872. It is plain from the language of these two sections (1) that the gas company is entitled to refuse to supply gas to the mill company unless and until the £90 14s. 5d. due from it is paid; (2) that until that sum is paid the gas company is entitled to refuse to supply gas to the mill at the request of any one unless he is in some better position than the mill company—in other words, unless he is entitled under section 18 of the special Act, to have gas supplied to the mill without complying with the condition which the gas company is entitled to impose on the mill company. Are, then, the receivers appointed by the court at the instance of the debenture-holders in a better position in this respect than the mill company? I am of opinion that they are not. The right of the gas company to refuse to supply gas to the mill company unless they paid the £90 14s. 5d. had accrued before any receiver was appointed, although the notice that such right would be enforced was not given until afterwards. The receiver appointed by the trustees on the 6th of February was clearly in no better position in this respect than the mill company. The receivers appointed by the court on the 17th of February are not technically appointed under the terms of the debenture trust deed, and are not in all respects in the same position as receivers appointed by the trustees themselves. At the same time the receivers appointed by the court are appointed for the benefit of the debenture-holders, and, having regard to the nature of their security and to the obligation imposed by statute on the gas company to continue to supply gas to the mill, it would, in my opinion, be very unjust if the debenture-holders could enforce this obligation against the gas company without complying with the condition of paying for the gas supplied to the mill company whilst the debenture-holders permitted the mill company to carry on its business. The plaintiffs, being receivers and managers appointed by the court, were lawfully in possession of the mill and were entitled (with the leave of the court) to use the name of the mill company for any purpose which might be necessary to enable them to discharge their duties. The plaintiffs clearly could, by using the name of the mill company, require gas to be supplied to the mill after their appointment, upon payment of the sum due to the gas company for gas supplied to the mill previously to their appointment. It was strenuously contended that the plaintiffs could simply as occupiers of the mill have required gas to be supplied to it without requiring such supply in the name of the mill company, and this view was adopted by Kekewich, J. But the term "occupier" is ambiguous. In one sense a caretaker is an occupier, but in another sense his occupation is that of some other person. But further, the sections relied upon as entitling the plaintiffs to require a supply simply as occupiers contain nothing which negatives the right of the gas company to withhold such supply until payment of the sum due for gas previously supplied to the mill company. The two sets of sections must be read together. The general right of an owner or occupier to require a supply is limited by the right of the gas company to refuse a supply in certain specified cases. We are thus brought back to section 18 of the private Act of 1872. This section, although badly worded, has, in my opinion, no application to such a case as that before us. It does not apply to persons simply put in possession of the premises of a defaulting consumer to manage his business for the benefit of his creditors and of himself. The statute contemplates and provides for a change of possession of a very different nature; and its language is quite inappropriate to cover such a case as this. The plaintiffs' rights as receivers and managers were merely those of custodians of the mill company's property. The relation of the mill company to the plaintiffs was not the relation of outgoing and incoming tenant, nor of vendor and purchaser, but that of owner and caretaker; and the relation of the plaintiffs to the gas company was the same. The position of the plaintiffs towards the gas company is precisely similar to that of the official receiver in *Smith's case* (*ubi supra*). It is true that *Smith's case* turned on the public Gas Acts only, but section 18 of the private Act, 1872, is not more favourable to the plaintiffs than section 39 of the public Act of 1871, which was the governing enactment in *Smith's case*. There the official receiver took possession of the debtor's business premises, but the learned judge held that he was not entitled to a future supply without paying the amount due from the debtor for gas supplied before the receiver was appointed. This decision appears to me to have been correct, for the official receiver was only an "occupier" in the sense of a caretaker. This view of the case renders it unnecessary to consider some subordinate points which would only arise if the plaintiffs were right in their main contention. The appeal must be allowed, and judgment must be entered for the defendants, with costs here and below.

LOPES, L.J., said that the decision of the question turned upon section 16 of the public Act of 1847 and section 18 of the company's private Act of 1872. The company were justified in refusing to supply gas to the mill company after Christmas, 1895, until the arrears up to Christmas were paid, unless the plaintiffs could bring their case within section 18 of the private Act. His lordship thought they could not do so. There was no change of possession. The plaintiffs were mere custodians or caretakers. *Re Smith* (*ubi supra*) was in point, and in principle was undistinguishable from this case.

RIGBY, L.J., gave judgment to the same effect. Appeal allowed.—COUNSEL, *Warrington*, Q.C., and *Danckwerts*; *Renshaw*, Q.C., and *Kirby*. SOLICITORS, *Bedford, Monier-Williams, & Robinson*; *Grundy, Kershaw, Saxon, Samson, & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re **LART, WILKINSON** *v.* **BLADES**—Chitty J., 8th July.

PRACTICE—REPRESENTATION ORDER—WILL—CONSTRUCTION—JUDGMENT—NEXT OF KIN—NEXT OF KIN WITH DISTINCT AND INDEPENDENT RIGHT—PERSON NOT PARTY TO ACTION, BUT AWARE OF AND BENEFITING BY JUDGMENT—EFFECT OF JUDGMENT—RES JUDICATA.

Summons. The above-named testator, who died in 1853, by his will dated in 1852, bequeathed to his daughters the respective annual sums therein mentioned, and in case of the marriage of any of his daughters directed the investment of a sufficient fund to answer the same by the interest thereof. And in case any of them died leaving children the principal was to be divided between those children in equal shares. And the will proceeded as follows: "If my daughters die not having been married, then in every case the principal shall be divided equally among my surviving children," without providing for the contingency of the death of a married daughter without leaving children. On the death of M. S., a married daughter, without ever having had any issue, the construction of the said will came before the court in 1883, and Chitty, J., held that it was a necessary implication from other parts of the will that the above clause covered such a case, and that M. S.'s share was divisible equally among the children of the said testator who survived M. S., and such division was accordingly made. A representation order was made in the action appointing a representative of the next of kin of the said testator for the purpose of obtaining the judgment of the court. This was an application by J. W., as legal personal representative of his deceased wife E. W., who was a daughter of the said testator and died without issue, raising the same question of construction as was decided in 1883, but in reference to E. W.'s share. Neither the applicant nor E. W. were parties on the former occasion, but they were both aware of the action and its nature and also of the order when it was made, and took the benefit of the order.

CHITTY, J.—On this summons the applicant did not offer even to restore what he received under the former decision. I say what he received. It was paid on the joint receipt of husband and wife; but, there being no separate use, that was a reduction into possession by the husband. At the bar, however, his counsel has offered to refund, but so far as I am concerned that offer becomes immaterial, because it is admitted that I should have to follow, according to the usual practice of the court, my former decision. Now, the applicant and his wife not having been parties to that action, were not bound as a person who is a party is bound by the result of the action. It was suggested before, and on the present occasion, that E. W. was one of the next of kin, and bound through the representation order as to the next of kin; but in my opinion an order appointing a person to represent a class such as the next of kin does not affect one of the next of kin who has a distinct and independent right as E. W. had as survivor. What could the applicant and his wife have done in the circumstances? They could have declined to take the money under the order. They could, if dissatisfied with the judgment, have brought their own action the next day after, and asked the court to put a different construction on the will; and if that decision had been followed as a precedent, have brought what would practically be an appeal against the first decision. That is one course the applicant could have adopted. Another would have been to apply to this court pending the proceedings, under ord 16, r. 11, which was then in force, to be added as defendant, and had he done so he would have been made a defendant. So that there were two courses which he could have adopted for the purpose of bringing the

case before the Court of Appeal within a reasonable time after my decision. In the Probate Division a party, when a will is in question, has a right to intervene, and if he does not intervene he is *primâ facie* bound by the result of the litigation, *Young* v. *Holloway* (43 W. R. 429; 1895, P. 87), and the reasoning upon which that practice has been established appears from the judgment of Lord Penzance in *Wytcherley* v. *Andrews* (19 W. R. 1015, L. R. 2 P. & D. 327, 329). At common law, of course, parties to a judgment are bound, but persons claiming under them are also bound on the principle *qui sentit commodum sentire debet et onus*. These analogies afford some ground for saying that the applicant in the circumstances is bound. But I have not said he was bound by the judgment. I think he was not. But by his conduct, and by taking the money, he has acquiesced, if ever a man could acquiesce. It was said that even supposing the applicant had been a party he would not have been bound, because the decision was not on the same fund as that now in question. But this court is bound by the precedent. If it were shewn that there was some palpable blunder in the former decision there might have been a ground for reconsidering it. Sir G. Jessel, when orders had been made in chambers on the footing of a certain construction of a will, would not when the case came on hear argument on the question of construction, considering himself bound. Although not technically bound, I think it is contrary to good faith and equity that the applicant should raise this question now. I therefore dismiss his application, not merely on the ground of the former decision, but on the ground that he is a person not entitled to come forward and maintain it.—Counsel, *Ingle Joyce; Byrne*, Q.C., and *W. A. Peck; Munns*. Solicitors, *G. F. Hudson, Matthews & Co.; Dawes & Sons*, for *Young, Son, & Coles*, Hastings; *Munns & Longden*.

[Reported by J. F. Waley, Barrister-at-Law.]

Re **BINNS, LEE** *v.* **BINNS**—North, J., 9th July.

Executor—Retainer—Deposit by Testator with Bank to Secure Legatees' Account—Bankruptcy of Legatees—Proof by Bank.

Summons. The testator in this case, prior to his death, deposited £2,400 with a bank to secure the amount which might from time to time be owing on the partnership account of his two sons. After the testator's death the sons, who were legatees under the will, became bankrupt, owing the bank over £8,000. The bank proved in the bankruptcy for the full amount owing on the account, and had not yet appropriated the £2,400, which it was admitted would be ultimately required to wipe out the debt, as the dividends would not be sufficient.

North, J., held that the trustees in bankruptcy of the legatees were entitled to the legacies, and that the executors had no right to retain the legacies in respect of the £2,400 which would ultimately be payable by the testator's estate, as the claim against the estate was by the bank as principal creditor.—Counsel, *Swinfen Eady*, Q.C., and *Scott Fox; Vernon Smith*, Q.C., and *Tanner*. Solicitors, *Stevenson & Couldwell; Jacques & Co.*

[Reported by R. Sillem, Barrister-at-Law.]

Ex parte **NEW ORMONDE CYCLE CO.** (LIM.)—North, J., 10th July.

Trade-mark—Registration—Change of Name—Section 87 of Patent, &c., Act, 1883.

Motion. The company in this case had carried on business under another name, but by special resolution had changed it to the above. This was an application to rectify the register of trade-marks by inserting the name of the company as registered proprietor of a trade-mark which still stood in the company's former name. Cases had occurred in which, under similar circumstances, such an alteration had been made, but the question had never been discussed whether there was power to do so, and it was desired to have an authoritative decision on the point. Section 87 of the Patents, Designs, and Trade-Marks Act, 1883, provides for the case "where a person becomes entitled by assignment, transmission, or other operation of law, . . . the comptroller shall . . . cause the name of such person to be entered as proprietor of . . . the trade-mark. . . ."

North, J., held that the alteration could be made under section 87, and that on proper application to the comptroller he would no doubt do so.—Counsel, *Cutler; Ingle Joyce*. Solicitors, *R. E. Campbell; Solicitor to the Board of Trade*.

[Reported by R. Sillem, Barrister-at-Law.]

Re **WOOD, ATTORNEY-GENERAL** *v.* **ANDERSON**—Romer, J., 14th July.

Escheat—Equitable Interest—Real Estate Directed to be Sold under Will—Beneficial Interest Ineffectually Disposed of—Intestates' Estates Act, 1884 (47 & 48 Vict. c. 71), ss. 4, 7.

This was an action brought by the Attorney-General to assert the rights of the Crown to the proceeds of the sale of certain real estate directed to be sold under the will of Miss E. E. Wood, who died on the 20th of November, 1893. The defendants were the executors of the will. The testatrix, by her will, had devised the real estate in question to her executors, and directed that after payment of the expenses of the sale the balance remaining in their hands should form part of her general personal estate. The will contained no general residuary devise or bequest. The question at issue was whether the part of the balance remaining in the hands of the executors after the estate had been administered, which represented the proceeds of the sale of the said real estate escheated to the Crown under sections 4 and 7 of the Intestates' Estates Act, 1884.

Romer, J., held that under section 7 there was a beneficial interest in the testatrix's real estate remaining undisposed of under her will. This being so, section 4 applied, and the law of escheat took effect on the proceeds of sale.—Counsel, *Ingle Joyce; Neville*, Q.C., and *Ribton*. Solicitors, *Solicitor to the Treasury; Woodbridge & Sons*, for *Senior & Lambert*, Richmond, Surrey.

[Reported by J. Arthur Price, Barrister-at-Law.]

Winding-up Cases.

Re **HAMPSHIRE LAND CO. (LIM.)**—Vaughan Williams, J., 9th July.

Company — Winding Up — Borrowing Powers — Notice — Common Secretary.

This was a summons by one of the liquidators of the Hampshire Land Co. (Limited) that it might be determined whether the Portsea Island Building Society were entitled to rank as creditors of the Land Co. for any, and if so for what, amount. The Land Co. was incorporated in 1891 under the Companies Act, 1862, with a capital of £50,000, divided into 5,000 shares of £10 each, and carried on business as a land company at and near Portsmouth. Several directors of the society were also directors of the company, and Mr. Wills was secretary both of the society and of the company, and the society had offices in the same building with the company. The winding up of the company commenced on the 30th of January, 1893. At that date the society had advanced about £30,000 to the company, and had received in respect of such advance mortgages upon properties of the company. The following are the material clauses in the articles of association of the company:—"General Meetings: (38) Seven days' notice at least, specifying the place, the day, and the hour of meeting, and in case of special business the general nature of such business, shall be given by a circular letter, addressed to each member and sent to his address in the company's register, but the non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting. Proceedings of Directors: (82) The directors may borrow, in the name or otherwise on behalf of the company, such sums of money as they may from time to time think expedient, either by way of mortgage of the whole or any part of the property of the company, or by bonds, debentures, promissory notes, bills of exchange, or other securities. Provided, nevertheless, that the aggregate of the principal money so borrowed shall not at any time exceed the amount of the paid up capital, unless the borrowing of a larger amount shall have been previously authorized by a general meeting, in which case the directors may borrow to such an extent as is authorized." The memorandum of association contained no provisions as to borrowing money. The amount borrowed, as aforesaid, exceeded the paid-up capital of the company, and there was no trace of any special notice having been sent to the shareholders convening a meeting to pass a resolution authorizing the directors to borrow a sum exceeding the paid-up capital, nor was there any minute of any resolution having been passed giving such authority to the directors. It appeared, however, that such a resolution had in fact been passed, though at a meeting convened by a notice not referring to proposed loan in excess of the paid-up capital. The question on the summons was whether the loan was or was not *ultra vires* the directors, and whether the society could prove for the whole £30,000.

Vaughan Williams, J., said, in the circumstances of the case, he must admit the proof. The case of *Royal British Bank* v. *Turquand* (6 Ell. & Bl. 437) shewed that the society had the right to assume that all the essentials of internal management had been carried out by the borrowing company, but the society was only bound if the law properly imputed to it knowledge of the irregularities which had been committed. His lordship did not agree with the contention that because Wills was secretary of both corporations, and was aware of the irregularities, his knowledge as secretary of the company was knowledge as secretary of the society. In the case of *Marseilles Extension Railway Co.* (20 W. R. 254, L. R. 7 Ch. 161) Mellish and James, L.JJ., were of opinion that there might be cases where the knowledge of officers common to two companies would not bind both companies. The line drawn by the lords justices was that knowledge acquired by the officers of one company will not be imputed to the other company, unless the common officer of both had some duty imposed on him to communicate his knowledge to the other company, and had some duty imposed on him by the second company to receive notice. That was not the case here.—Counsel, *Bramwell Davis*, Q.C., and *C. E. E. Jenkins; Haldane*, Q.C., *Eve*, Q.C., and *Macnaghten*. Solicitors, *Munns & Longden; Learoyd, James, & Mellor*.

[Reported by V. de S. Fowke, Barrister-at-Law.]

High Court—Queen's Bench Division.

WILMOT *v.* **ALTON**—20th June.

Assignment of Future Payments—Bankruptcy of Assignor—Title of Trustee in Bankruptcy—"Debts"—Bankruptcy Act, 1883, s. 44.

Action tried by Lord Russell, C.J., without a jury. The facts, as stated in the judgment, were shortly these. The question arose under an interpleader issue to determine who is entitled to a sum of £318 18s., brought into court by the Blackpool Winter Gardens and Pavilion Co., Limited. The claimant (Wilmot) claimed under a charge, dated the 4th of July, 1895, given to him by one Mrs. Ruthven (trading as a costumier under the name of May), and the defendants, who are denying the claimant's right, are the trustees in the bankruptcy of May. On the

10th of June, 1895, the bankrupt (Mrs. May) entered into a contract with the Blackpool Winter Gardens and Pavilion Co., Limited, to "supply designs for a certain ballet, the terms to be £40 per week for twelve weeks, commencing the 8th of July, 1895, and wigs as may be required for the sum of £3 per week for the same period, you (that is Mrs. May) to find all materials and to keep in repair during the run." Mrs. May having entered into this contract gave a charge upon it for £150, which is not now material, and being indebted to the present claimant in the sum of £330 she gave as collateral security to him a charge dated the 4th of July, 1895, in relation to which the question in this case arises. This charge was under seal, and it was made between the bankrupt of the one part and the claimant (Wilmot) of the other. It recites the agreement with the Blackpool Company, and describes it as a contract by her to supply the company with certain theatrical dresses, and it recites the indebtedness of the bankrupt to the claimant, and then it goes on "to charge to and in favour of the mortgagee all that her beneficial right, title, and interest in the said recited agreement of the 10th of June, 1895, for securing to the mortgagee the said sum of £330 and interest," &c., and the mortgagor constituted the mortgagee as her lawful attorney, and in her name to sue and take such other steps as may be necessary to enforce the rights of the mortgagor under the agreement. This charge having been given to the claimant on the 4th of July, 1895, Mrs. May, the mortgagor, on the 13th of July, 1895, presented a petition; a receiving order was made, and on the 26th of July she was adjudicated bankrupt. Subsequent to the 13th of July, when the act of bankruptcy was committed, there became due from the Blackpool Company in respect of the supply of dresses under the contract of the 10th of June, the sum of £318 18s. These dresses were supplied to the Blackpool Company before the date of the charge of the 4th of July, but the claimant did not give notice of the fact that the deed of charge had been executed until the 6th of August. The Blackpool Company admitted that they owed somebody (either the trustee in the bankruptcy or the claimant under the charge) the sum of £318 18s. in respect of the hire payable under the contract subsequent to the date to which the title of the trustee in the bankruptcy related—namely, the 13th of July, 1895. This sum was paid into court, and the question now was which of the two parties, the trustee in the bankruptcy, or the claimant under the charge, was entitled to such sum.

Lord RUSSELL, C.J., after stating the facts, proceeded:—We have to consider what is the proper description to be given to the weekly payments under the contract of the 10th of June, and whether, in respect of such payments, although payable at a future time, they can be said to be debts or to assume the form of debts, or whether they are weekly payments to be made from time to time, if the contract week by week is carried out. The charge now in question does not purport to assign the subject matter of the contract of bailment to the Blackpool Company, nor does it purport to assign the contract itself. It is merely a charge of the bankrupt's rights under that contract. The question that now arises is which of these two claims is to prevail. It is clear that when this charge was made on the 4th of July the bankrupt, being then *sui juris*, could have parted with the whole of the property in the things bailed; this she has not done. She could have assigned the contract probably, but that she has not done. What she has done is to give a charge on the property to receive such sums as she herself would be entitled to receive under the contract. Again, if the moneys to be paid to her under the hiring agreement were debts, it is clear that she had the property in such debts, and could assign them; but that is not the case made for the claimant, and rightly so, as I think it would be impossible to say that these are debts "due or growing due" within the meaning of the Act. The governing word in that section seems to me to be "debt"—not a claim which may become a debt, but one which is in fact a *debitum in presenti*, although it may *solvendum in futuro*. It is clear that the plaintiffs could not recover the £40 a week unless Mrs. May performed her contract, and if she had failed to perform the contract in any particular (as in not keeping the dresses in repair) she would not have been entitled to the £40 per week as a fixed sum, but her claim in such a case would have been for damages for breach of contract, which might or might not have been represented by £40 per week. I therefore come to the conclusion that these are not "debts" upon the authorities, which I think are clear on the point, namely, *Jones* v. *Thompson* (6 W. R. 443, E. B. & E. 63), *Ex parte Kemp* (22 W. R. 462, L. R. 9 Ch. 383), *Hall* v. *Pritchett* (26 W. R. 95, 3 Q. B. D. 215), *Webb* v. *Stenton* (11 Q. B. D. 518). I come to that conclusion on principle also. The claimant did not base his claim on that ground, because if these were debts he ought to have given notice of the charge, which he did not do until the 6th of August. It was said for the claimant that the 44th section of the Bankruptcy Act, 1883, particularly sub-head 3 of sub-section 2, helps the claimant, but I think that that does not in any way help the claimant. Can the claimant's title be supported on any other ground? After considerable hesitation, I have come to the conclusion that the claimant does not make out a title, for this reason, that the bankrupt could have disposed of the property in this contract, or possibly have assigned the contract itself. She has not done either. What she has done is to give the claimant the right to use her name to enforce payments which she would be entitled to receive under the contract; but her right to receive these sums only continued so long as she was *sui juris*, because the moment she became bankrupt the title of the trustee intervened, and it is a contract which is no longer hers—the property comprised in it is no longer hers, and she can have no authority to charge it in favour of anyone as against the trustee, or to charge to anybody else moneys which are not payable to her, and which in the event which has happened she has no right whatever to. The moneys in question represent the earnings arising from the hire of property, which by relation back became the property of the trustee from the 13th of July, and the moneys in question are for the hire of the dresses at a period subsequent to the accrual of the title of the trustee. She therefore had only authority to charge such payments as she has in fact the right to receive, a charge which would have been effective if she had continued *sui juris*, but the moment the bankruptcy occurred her right to interfere with the disposition or the control of moneys payable under the contract altogether ceased, and at the time she effected this charge she had no property in these payments at all. All that she had was the expectation of receiving these sums for hiring, provided the contract were carried out on both sides; but the moment the bankruptcy intervened, at and from that moment has her title to the subject matter of the contract ended, so the title to the moneys which arose from that property ceased to be hers or under her control or affected by any such charge as was here given. I have had some hesitation about this matter from the fact that, to my surprise, there is very scant authority on the question, but I feel no difficulty in the matter as a question of principle, as in principle I think it is governed by *Ex parte Nicholls* (31 W. R. 661, 22 Ch. D. 782). The claimant therefore fails, and his right is a right to prove in the bankruptcy.—COUNSEL, *Cooper Willis*, Q.C., and *Hawtin*; *Bigham*, Q.C., *H. Reed*, Q.C., and *Scarlett*. SOLICITORS, *Henry Reid*; *John C. Button & Co.*

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

REG. *v.* JUSTICES OF LONDON, *Ex parte* EDMONTON UNION; AND REG. *v.* LEE AND ANOTHER, JUSTICES, *Ex parte* EDMONTON UNION—11th June.

POOR LAW—PAUPER LUNATIC—SETTLEMENT—IRREMOVABILITY—APPEAL FROM ORDER OF JUSTICES—LUNACY ACT, 1890 (53 & 54 VICT. c. 5), ss. 288, 289, 301.

In this case a rule *nisi* had been obtained for a writ of *certiorari* to quash an order dated the 26th of October, 1895, and made by two of the justices for the county of London and the Guardians of the Poor of the parish of St. Mary, Islington, adjudging the place of the irremovability of a pauper lunatic, chargeable to the said parish, to be in the parish of Tottenham, in the Edmonton Poor Law Union, and ordering the Guardians of the Poor of such union to pay to the Guardians of the Poor of the parish of St. Mary, Islington, a certain sum of money for the lodging, maintenance, care, &c., of the said lunatic, in the asylum for the county of London, at Claybury, whither she had been sent by order of a magistrate, at the instance of the Guardians of the Poor of the Edmonton Union. It was asked that the order should be quashed on the ground that the justices had no jurisdiction to make the order because (1) the order adjudicated a place of irremovability; (2) the order did not direct payment of future maintenance to the treasurer of the asylum; (3) the lunatic was not sent to the asylum from the Edmonton Union; (4) the order was made on an *ex parte* application of the Guardians of the parish of St. Mary, Islington; (5) the lunatic was not in fact exempt from removal from the Edmonton Union. A rule *nisi* had also been obtained for a *mandamus* to the justices of the county of London, directing them to hear at quarter sessions an appeal by the Guardians of the Poor of the Edmonton Union against the above order of the aforesaid two justices. The order of the 26th of October, 1895, was made under the Lunacy Act, 1890, and the grounds upon which it was made were that the said lunatic pauper had resided for more than one year within the Edmonton Union, and had resided therein in such manner and under such circumstances as to render her irremovable therefrom by reason of the provisions of the Poor Removal Act, 1846, and subsequent Acts. The magistrates in quarter sessions declined to hear an appeal from this order.

THE COURT (CAVE and WILLS, JJ.) held that the order followed the language of sections 288 and 289; it purported to make provision for the settlement of the lunatic and to adjudge the settlement and to make provision for repayment to the parish of Islington for the expenses which they had had to pay. The parish of Islington, by virtue of sections 288 and 289, had a right to go to the magistrates to inquire into the settlement of the pauper, and the magistrates made an order upon Edmonton to repay Islington what they had paid and the cost of future maintenance. Such order was subject to appeal (see sections beginning 301). The order was a final one, and the magistrates had jurisdiction to make it. The order was not subject to *certiorari*. The rule for *certiorari* would therefore be discharged with costs, and the rule for a *mandamus* be made absolute with costs.—COUNSEL, *Macmorran*, Q.C., and *Sinclair Cox*; *Channell*, Q.C., and *R. C. Glen*. SOLICITORS, *Shelton*; *Rexworthy*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Solicitors' Cases.

Re J. C.—Q.B.D., 25th June.

SOLICITOR—COMMITTAL—APPLICATION FOR RELEASE.

This was an application for an order for the release of J. C., a solicitor, from Holloway Prison, where he had already been confined for four months. From the facts stated it appeared that the said J. C. had proceedings taken against him in 1895 by the Incorporated Law Society, and he was suspended from practice for two years. In 1893 he was consulted by a Mr. Coburn, the executor and administrator under the will of a Captain Brady, as to the division of the estate, and in consequence some East India Stock was sold for £3,126, which sum was received by the said J. C., who paid over about £900, but retained

the balance in his own hands. On his being unable to pay over the balance the executor applied to the court for an order directing him to pay over the said balance, and to deliver up all the documents in his possession that belonged to the estate. An order to this effect was made by the court, whereupon the said J. C. delivered up the documents, but was unable to pay the money. He at this time obtained, with the intention of paying off his debts, the post of receiver and manager at a theatre, at a salary of about £20 a week. He was further possessed of an interest in the sale of the theatre, and it was stated that he expected to be able to pay off all his debts, including the one to the estate of Captain Brady, on the completion of the sale. He was, however, prevented from carrying out such plans as, at the instance of the said executor, he was committed to prison for contempt, and was thus unable to earn any money. Following this a receiving order in bankruptcy was obtained against him. In support of the application it was urged that the solicitor had already been punished sufficiently for his offence, and that it was now quite impossible, owing to the steps that had been taken against him, for him to clear his contempt by the payment of the money he had retained.

THE COURT (CAVE and WILLS, JJ.) refused the application.—COUNSEL, *Scarlett; Bonner.* SOLICITORS, *Jennings; W. H. Hudson.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

THE WORKING OF THE BANKRUPTCY ACT.

THE annual report of the Board of Trade on the working of the Bankruptcy Act states that the total number of cases of bankruptcy and deeds of arrangement in 1895 was 7,858—a decrease of 798 on 1894. The total liabilities were £11,397,212—a decrease of £1,985,693; the assets, £4,586,015—a decrease of £924,927; and the estimated loss to creditors, £8,328,254—a decrease of £1,367,235. The number of failures shews a reduction on that of 1894 of about 9 per cent.; the liabilities shew a reduction of nearly 15 per cent. The estimated loss to creditors is the lowest since 1890, and shews a reduction of over 23 per cent. as compared with 1893.

The liabilities of solicitors are £673,322. These liabilities have risen from £383,936 in 1894 to £673,322 in 1895; and as to these the report says:—"It is noteworthy that, out of the group of 39 cases, each involving liabilities of £20,000 or more, there are five cases of solicitors who are responsible for over half a million of liabilities. Below the limit of £20,000 there were 37 other solicitors against whom receiving orders were made, making 42 in all, with liabilities amounting to the enormous sum of £645,643. This shows a great increase as compared with the previous years, but the failures of solicitors have been heavy for some years past. If it be true that private arrangements are only practicable in the better class of cases where the debtor's conduct is not open to serious objection, it is somewhat significant that while forty-two solicitors, with liabilities for £645,643, came under the Bankruptcy Act last year, only five, with liabilities for £27,679, wound up their affairs by means of deeds of arrangement. In two cases in particular the firms were of high standing; they were not content with the ordinary work of legal practitioners, but carried on banking or money-broking businesses, in the course of which they received and lost large sums of money deposited with them by their clients. The investigations disclose a deplorable want of system on the part of the debtors which was bound to lead to disaster sooner or later. A solicitor may, of course, be a competent financier, but his professional training is no preparation for such a career. On the contrary, the bankruptcy records tend to shew that in departing from his legitimate work he is not unlikely to imperil the interests of both himself and his clients. It appears to be a matter for consideration whether some steps should not be taken to discourage solicitors from engaging in pursuits so alien to their vocation and special qualifications, either by action on the part of the professional bodies themselves or by legislation for the protection of the classes chiefly affected by breaches of trust, and who, being mainly women and children, are as a rule unable to safeguard their own interests."

Upon the subject of the costs of bankruptcy proceedings, the report says:—"Communications appear occasionally in the public Press as to the excessive costs of administering particular estates, and conclusions are drawn unfavourable to the system under which such costs can be incurred, but, apart from the fact that it is not right to judge a system by isolated cases, it should be borne in mind—first, that there are cases in which a trustee has only done his duty in incurring heavy law costs, and cannot be held responsible for the fact that his litigation has been unsuccessful and that the costs have absorbed all the available assets; second, that the system of official administration can only be judged by the results of cases officially administered, and not by cases in which the creditors have elected their own trustee and committee of inspection."

Sir Courtenay Boyle says: "The decrease in the number and financial importance of trading failures during recent years is certainly a fact of some economic importance, and the analysis of failures in various trades may prove interesting, not only to those engaged in these trades, but to the general student of commercial sociology. Violent fluctuations of prosperity and adversity appear to mark some occupations, while others seem to shew steady tendencies in a uniform direction. The information in regard to the failures of farmers during the past five years points to a deep and continuous pressure of adverse circumstances affecting agricultural interests, only too much in accord with other well-known facts relating to that important industry. The decrease in the insolvency of the textile trades, taken as a whole, appears to indicate an important improvement in the conditions under which these trades are carried on. On the whole, it appears to be the fact that the annual amount of trading insolvency, so far at least as private traders and partnerships are concerned, is steadily diminishing, and that it has during the last few years attained a considerably lower level than at any time during the present generation. This is a fact which should not be lost sight of in any review of the position of English commerce. It would be a mistake to treat this fact as bearing conclusively upon the question of the prosperity of trade, but it appears to indicate clearly that, so far as the system of credit is concerned, trade rests on a sound foundation."

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Friday, the 10th day of July, 1896.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice KEKEWICH (1896—O.—No. 903).

In re Olympia, Limited. Emily Maud C. Peacock (married woman) v. Olympia, Limited, and others. HALSBURY, C.

LEGAL NEWS.

APPOINTMENTS.

Mr. GEORGE WILLSON, solicitor, lately of 16, New Burlington-street, but now of 9, Regent-street, London, has been appointed a Commissioner for Oaths.

Mr. EVELYN BROOKSBANK TATTERSHALL, solicitor, has been appointed Assistant Registrar of the City of London Court.

Mr. G. H. EMMOTT, M.A., LL.D., barrister, has been appointed to the Queen Victoria Chair of Law in the Victoria University, which will be vacant as from the 1st of October next in consequence of the resignation of Professor Edward Jenks, who has been appointed to a readership in English Law at Oxford.

GENERAL.

Mr. Justice Gainsford Bruce on Saturday unveiled, at Newcastle-on-Tyne, a statue erected to the memory of his father, Dr. J. C. Bruce, the antiquary.

A deputation waited upon the Home Secretary last week with reference to the question of the payment of common jurors. The Home Secretary expressed friendly feelings towards the movement so far as the out-of-pocket expenses of jurors were concerned, but pointed out that the cost would have to be a charge upon the county rates. He said he would give the matter his careful consideration during the recess.

At the County of London Sessions on the 12th inst. Mr. S. Hallett, referring to the approaching retirement of Sir P. H. Edlin, the chairman, expressed on behalf of the bar practising in the southern division of the county the respect and gratitude they felt for the kindness and courtesy he had always shewn them, and their hope that his life would be long preserved in the enjoyment of his well-merited leisure after his long services. The learned Chairman replied, thanking the bar for the assistance they had given him in the performance of his duties and the courtesy with which they had always treated him.

SALE OF REVERSIONS, &c.—Messrs. H. E. Foster & Cranfield held their usual mid-monthly sale of reversionary interests, &c., on Thursday last, the 16th inst., good prices again ruling. The following are some of the results: Absolute reversion to one-fourth of about £12,000, receivable on decease of two lives aged respectively sixty-two and seventy-five, sold for £1,610; reversionary life interest in and reversion to about £1,650, two lives aged fifty-three and sixty-five, sold for £900; absolute reversion to a moiety of 135 Union Bank of London Shares, lives aged fifty-nine and sixty-six, sold for £725; moiety of an undivided estate of about £6,900 invested on mortgage of properties in Melbourne, sold for £1,700; policy of assurance for £1,000 in Scottish Equitable Office, life aged fifty-four, sold for £400. At their property sale on Wednesday a freehold ground-rent of £300, with reversion in ninety-seven years, secured upon property on the City boundary, realized £9,500, or thirty-one and two-third years' purchase.

The Bank of England invite subscriptions for an issue of £500,000 £2 10s. per cent. Birmingham Corporation Stock at a minimum price of issue of £102 per cent. The stock will be secured upon the borough fund and rates, the improvement rate, unlimited in amount, and also upon the revenues of the gas and water and other estates of the Corporation, and will be redeemable at par on or after 1st July, 1926. This issue will be applied to paying off loans at a higher rate of interest and other authorized purposes. Tenders will be received up to Tuesday, 21st inst., before 2 p.m.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July 20	Mr. Pugh	Mr. Leach	Mr. Clowes
Tuesday 21	Beal	Godfrey	Jackson
Wednesday 22	Pugh	Leach	Clowes
Thursday 23	Beal	Godfrey	Jackson
Friday 24	Pugh	Leach	Clowes
Saturday 25	Beal	Godfrey	Jackson
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, July 20	Mr. Lavie	Mr. Farmer	Mr. Pemberton
Tuesday 21	Carrington	Rolt	Ward
Wednesday 22	Lavie	Farmer	Pemberton
Thursday 23	Carrington	Rolt	Ward
Friday 24	Lavie	Farmer	Pemberton
Saturday 25	Carrington	Rolt	Ward

WINDING UP NOTICES.

London Gazette—FRIDAY, July 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

PNEUMATIC (SELF-CLOSING) TUBE CO, LIMITED—Creditors are required, on or before Aug 5, to send their names and addresses, and particulars of their debts or claims, to Philip Bates, 110, Edmund st, Birmingham

SOUTH AFRICAN EXPIRE NEWSPAPER, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the names and addresses of their solicitors, to Robert Lindsay Forbes, 14, Cockspur st. Bircham & Co, 50, Old Broad st, solors to the liquidator

SWINBURNE & Co, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to H. E. Sherwin Holt, 66, Victoria st. Morse, 4, Fenchurch avenue, solor to the liquidator

WHADCOAT BROTHERS & Co, LIMITED—Creditors are required, on or before Aug 11, to send their names and addresses, and particulars of their debts or claims, to John Henry Whadcoat, 110, Cannon st. Gordon C. Whadcoat, 110, Cannon st, solor to the liquidator

FRIENDLY SOCIETIES DISSOLVED.

MANCHESTER ORDER OF DRUIDS FRIENDLY SOCIETY, Roebuck Hotel, Lower Byrom st, Manchester. July 1

OVING WORKING MEN'S SICK BENEFIT SOCIETY, Black Boy Inn, Oving, Aylesbury, Buckingham. June 27

WALWORTH RADICAL CLUB AND INSTITUTE—140 and 142, Walworth rd, S.E. July 1

London Gazette.—TUESDAY, July 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH WEST AUSTRALIAN AGENCY, LIMITED—Creditors are required, on or before Aug 17, to send their names and addresses, and particulars of their debts or claims, to Frank Cook, 1, Crosby sq, Bishopsgate st. Jenkins & Co, 134, Fenchurch st, solors to the liquidator

COLORADO-MONTANA DEVELOPMENT SYNDICATE, LIMITED—Creditors are required, on or before Aug 28, to send their names and addresses, and particulars of their debts or claims, to Richard Edwin Stone, 11, Copthall ct. Foss & Ledsam, 3, Abchurch lane, solors to the liquidator

ENGLISH PUBLISHING CO, LIMITED—Petn for winding up, presented July 6, directed to be heard on Wednesday, July 22. Mackrell & Ward, 1, Walbrook, E.C., solors for petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of July 21

MELBOURNE BREWERY AND DISTILLERY, LIMITED—Petn for winding up, presented July 11, directed to be heard on July 22. Deacon & Co, 9, Gt St Helens, E.C., solors for petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of July 21

TRENT BREWERY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 15, to send their names and addresses, and particulars of their debts or claims, to F. T. Woolley, 71, King st, Manchester

FRIENDLY SOCIETIES DISSOLVED.

CHRISTIAN FUND OR FRIENDLY SOCIETY, Wesleyan Schoolroom, Terrington St. Clement, Norfolk. July 8

EBBESBOURNE WORKING MEN'S CO-OPERATIVE SOCIETY, LIMITED, Ebbesbourne Wake, Salisbury. July 8

PRIDE OF HUTTON HENRY LODGE OF THE UNITED ORDER OF FREE GARDENERS FRIENDLY SOCIETY, Mrs Ann Innes Hutton Henry, Durham. July 1

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 7.

HESLOP, FREDERICK ALBERT, Blackpool, Lancaster, Surgeon. Aug 10. Windover v Heslop, Registrar, Manchester. Worthington, Manchester

HIGGINSON, THOMAS EDWARD, Kildare ter, Bayswater, Stock Broker. July 6. Muller v Higginson, Stirling, J. Lea, Old Jewry chmbrs

London Gazette.—FRIDAY, July 10.

ELDRIDGE, THOMAS, Crescent place, Burton crescent, retired Builder. Aug 3. Eldridge v Eldridge, Kekewich, J. Edmonds & Co, Gt Winchester st

London Gazette.—TUESDAY, July 14.

HUNT, GEORGE EDWARD, Cheshunt, Herts, Timber Merchant. Aug. 6. Hunt v Hunt, Stirling, J.

READ, HENRY, Beccles, Suffolk, Auctioneer. Sept. 1. Garden v Read, North, J. Copeman, Loddon, Norfolk

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 10.

RECEIVING ORDERS.

ADAMS, C F, Tavistock Hotel, Covent Garden High Court Pet June 11 Ord July 7

ADAMS, SAMUEL, Pwlmeyric, nr Chepstow, Mon Newport, Mon Pet July 6 Ord July 6

BIRD & NELSON, Bristol, Fishmongers Bristol Pet June 23 Ord July 6

CREWE, JOSEPH, Clapton, Financial Agent High Court Pet June 20 Ord July 7

GREEN, RICHARD, Lowestoft, Plasterer Gt Yarmouth Pet July 6 Ord July 6

GREENFIELD, ESTHER, Worthing, China Dealer Brighton Pet June 25 Ord July 7

HARGE, THEODORE, Swansea, Smelter Swansea Pet July 6 Ord July 8

HAMMOND, GEORGE BROWN, and ARTHUR WARREN HAMMOND, Treforest, Glam, Tinplate Manufacturer Pontypridd Pet July 6 Ord July 6

HANKINS, FREDERICK, Kensington, Decorator High Court Pet July 6 Ord July 6

HATHERLY, EDWARD TOM, and HENRY CARR, Bristol, Builders Bristol Pet July 8 Ord July 8

HOGGARD, FRANK, Chertsey, Cabinet Turner Kingston, Surrey Pet July 8 Ord July 8

HURST, WILLIAM JOSEPH, Shadwell, Oilman High Court Pet July 7 Ord July 7

JACKSON, WILLIAM, Leeds, Tobacconist Leeds Pet July 6 Ord July 6

LAWRENCE, E, Kensington High Court Pet June 11 Ord July 8

LOTINGA, L, Earl's Court High Court Pet May 30 Ord July 8

LYONS, HENRY, East Moors, Cardiff, Furniture Dealer Cardiff Pet July 6 Ord July 6

MANDER, GEORGE, Chislehurst, Hop Factor High Court Pet July 7 Ord July 7

MARSDEN, JOSEPH, Leeds, Potato Merchant Leeds Pet July 8 Ord July 8

MASON, WILLIAM FREDERICK, Sunderland, Bootmaker Sunderland Pet July 1 Ord July 8

MORRIS, EDWARD, Llangollen, Denbigh, Farmer Wrexham Pet July 4 Ord July 4

PARKERER, JOSEPH, Sheffield, Tailor Sheffield Pet July 7 Ord July 7

PEARCE, JAMES, Puddletown, Dorset, Butcher Dorchester Pet June 24 Ord July 8

PICKLES, THOMAS, Colne, Lancs, Cotton Manufacturer Burnley Pet July 8 Ord July 8

POPE, CHARLES, Cambridge, Publican, Cambridge Pet July 8 Ord July 8

RAKE, HENRY, Durham, Athletic Outfitter Durham Pet June 23 Ord July 6

RANGELEY, WILLIAM HENRY, Chesterfield, Derby, Colliery Proprietor Chesterfield Pet July 7 Ord July 7

RUSHE, ALBERT FREDERICK, Cardiff Cardiff Pet July 7 Ord July 8

RUSSELL, WILLIAM, Camden Town, Wood Turner High Court Pet July 7 Ord July 7

SANDERSON, EMILY WENTWORTH, and TOM SCAIFE TAYLOR, South Shields, Boot Dealers Newcastle on Tyne Pet June 16 Ord July 6

SAVAGE, RICHARD, Nottingham, Lace Manufacturer Nottingham Pet July 6 Ord July 6

STEPHENSON, H P, Southport, Stockbroker Liverpool Pet June 24 Ord July 8

VERRILL, JOHN, Darlington, Fishmonger Stockton on Tees Pet July 4 Ord July 4

VERRILL, RICHARD, Darlington, Fishmonger Stockton on Tees Pet July 4 Ord July 4

WALKER, EDWARD BENJAMIN, Leeds, Theatrical Property Maker Leeds Pet July 7 Ord July 7

WARRINGTON, HENRY, Masborough, nr Rotherham, Confectioner Sheffield Pet July 6 Ord July 6

WILCOX, WILLIAM, Wolverhampton, Watchmaker Wolverhampton Pet July 7 Ord July 7

WRIGHT, WILLIAM, Bradford, Blacksmith Bradford Pet July 8 Ord July 8

Amended notice substituted for that published in the London Gazette of June 19:

BONNETT, ROBERT, Gt Grimsby, Fruit Dealer Gt Grimsby Pet June 15 Ord June 15

Amended notice substituted for that published in the London Gazette of June 30:

SYMONS, ROBERT JAMES, Walsall, Hay Dealer Walsall Pet June 25 Ord June 25

FIRST MEETINGS.

BARRELL, GEORGE, Kilpeck, Herefords, Farmer July 21 at 10 2, Offa st, Hereford

BARRELL, JOHN, Kilpeck, Herefords, Farmer July 21 at 10 2, Offa st, Hereford

BARRELL, WILLIAM, Kilpeck, Herefords, Grocer July 21 at 10 2, Offa st, Hereford

BOYD, THOMAS, Durham, Ironmonger July 20 at 5 Three Tuns Hotel, Durham

BOND, THOMAS, Balham, Surrey, Commercial Traveller July 17 at 11.30 24, Railway app, London Bridge

CLARIDGE, JAMES HINTON, Wilton, Wilts, Grocer July 17 at 3.30 Off Rec, Salisbury

CLUTTERBUCK, THOMAS REUBEN, Hereford, Hotel Keeper July 21 at 2.30 Law Society Room, East st, Hereford

COOPER, HERBERT W, Whitcomb st, Pall Mall, Hotel Proprietor July 17 at 12 Bankruptcy bldgs, Carey st

CUFFLYN, LYNDLEY D S, and PHILIP ROBERT MEYER, Folkestone, Kent July 24 at 4.15 73, Sandgate rd, Folkestone

DAVIES, EVAN, Tylorstown, Hairdresser July 20 at 12 65, High st, Merthyr Tydfil

DELAHAYE, JAMES CHARLES, Canterbury, Wholesale Confectioner July 24 at 9 Off Rec, 73, Castle st, Canterbury

DOUGHTY, CHARLES JOHN, Ludlow, Salop, Wine Merchant July 20 at 10 4, Corn sq, Leominster

DUCKWORTH, THOMAS, Leeds July 20 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

DUNN, WILLIAM, Driffield, Yorks, Solicitor July 18 at 11.30 Off Rec, Trinity House lane, Hull

EVANS, JOHN THOMAS DANIEL, Rhyl, Flints, Auctioneer July 17 at 3 Crypt chmbrs, Eastgate row, Chester

FIRTH, GEORGE, Wortley, Leeds, Fire Clay Labourer July 20 at 11 Off Rec, 22, Park row, Leeds

GEORGE, ARTHUR JOHN, Gt Grimsby, Twine Spinner July 18 at 11 Off Rec, 15, Osborne st, Gt Grimsby

GILBERT, GEORGE FREDERICK, and LEWIS REEVES, Cardiff, Builders July 20 at 11 Off Rec, 29, Queen st, Cardiff

GREENWOOD, CHARLES, Brighton, Commercial Traveller July 20 at 3 Off Rec, 4, Pavilion bldgs, Brighton

HALLIWELL, JAMES, Saddleworth, Yorks, General Carrier July 20 at 3 Off Rec, Bank chmbrs, Queen st, Oldham

HOWARD, JOHN NEWTON, Newark upon Trent July 17 at 12 Off Rec, St Peter's Church walk, Nottingham

HOWE, WILLIAM DUDLEY, Craven Arms, Salop, Ironmonger July 18 at 2.30 2, Offa st, Hereford

HUTCHINGS, FRANK WILLIAM, Llanelly, Hotel Proprietor July 18 at 11.30 Off Rec, 4, Queen st, Carmarthen

JONES, FRANK WINWOOD, Ludlow, Salop, Tailor July 20 at 10 4, Corn sq, Leominster

LEYSHON, WILLIAM PHILIP, Llanbradach, nr Caerphilly, Grocer July 17 at 12 65, High st, Merthyr Tydfil

LOTINGA, L, Earl's Court July 20 at 2.30 Bankruptcy bldgs, Carey st

LUCAS, JOHN HENRY, Wroughton, Wilts, Farmer July 20 at 11 Off Rec, 46, Cricklade st, Swindon

MASH, JAMES, Kew Grdns, Surrey, Builder July 20 at 11.30 24, Railway app, London Bridge
MATHEWS, HENRY, St John's Wood, Bookseller July 20 at 12 Bankruptcy bldgs, Carey st
MEREDITH, BENJAMIN SMITH, Godalming, Surrey, China Merchant July 17 at 12.30 24, Railway app, London Bridge
MIDGLEY, WILLIAM, Meltham, nr Huddersfield, Stockbroker July 17 at 11 Off Rec, 19, John William st, Huddersfield
PICKELS, WILLIAM, Bradford, Yorks, Painter July 20 at 11 Off Rec, 31, Manor row, Bradford
PRESCOTT, WILLIAM JOHN, Kingston upon Hull July 18 at 11 Off Rec, Trinity House ln, Hull
PRICE, THOMAS JAMES, Hay, Brecon, Grocer July 21 at 10 2, Offa st, Hereford
RACE, HENRY, Durham July 20 at 4.30 Three Tuns Hotel, Durham
REVES, LOUISA ANNE, Brighton July 17 at 2.30 Bankruptcy bldgs, Carey st
SMITH, DAVID, Lower Clapton rd, Club Proprietor July 20 at 11 Bankruptcy bldgs, Carey st
SPACKMAN, JESSE, Ramsgate, Builder July 24 at 9.30 Off Rec, 73, Castle st, Canterbury
STAFF, FRANCES, Stoke Newington July 20 at 2.30 Bankruptcy bldgs, Carey st
STAGG, GEORGE HAYTER, Andover July 17 at 1.15 The Star Hotel, Andover
TABOR, JOSIAH, Lower Caversham, Carman July 17 at 12 Bankruptcy Office, Oxford
TURNER, SAMUEL CHARLES, Beccles, Suffolk, Wine Merchant July 18 at 12.30 Off Rec, 8, King st, Norwich
WAREHAM, ABSALOM, Boscombe, Carpenter July 18 at 12.30 Off Rec's Offices, Salisbury
WEATHERELL, JOSEPH, Stockton on Tees, Jeweller July 29 at 3 Off Rec, 8, Albert rd, Middlesborough
WRIGHT, MARY, Lydbury North, Salop, Shopkeeper July 20 at 10 4, Corn sq, Leominster

ADJUDICATIONS.

ADAMS, SAMUEL, Pwlmeyric, nr Chepstow, Mon Newport, Mon Pet July 6 Ord July 6
D'ERRICO, ARTHUR, Stoke Newington, Merchant High Court Pet May 4 Ord July 7
EWENS, ALBERT, East Liss, Hants, Dealer Portsmouth Pet May 19 Ord July 3
GARRICK, THOMAS GILBERT, jun, and ALBERT WARD SMITH, Sunderland, Auctioneers Sunderland Pet June 5 Ord July 3
GREEN, RICHARD, Lowestoft, Plasterer Gt Yarmouth Pet July 6 Ord July 6
GREEN, WALTER MARYON, Henley on Thames Edmonton Pet June 9 Ord July 6
GREENWOOD, CHARLES, Brighton, Commercial Traveller Brighton Pet July 3 Ord July 7
HAGUE, THEODORE, Britonferry, Glam, Smelter Swansea Pet July 8 Ord July 8
HAWKINS, FREDERICK, Kensington, Decorator High Court Pet July 6 Ord July 6
HARRIS, JOSEPH, Eastbourne, Horsedealer Eastbourne Pet June 17 Ord July 6
HUNTER, THOMAS, Haymarket High Court Pet May 7 Ord July 8
HURST, WILLIAM JOSEPH, Shadwell, Oilman High Court Pet July 7 Ord July 7
JACKSON, WILLIAM, Leeds, Tobacconist Leeds Pet July 6 Ord July 6
KINCH, WILLIAM, Deddington, Oxfords, Solicitor Oxford Pet May 9 Ord July 7
LYONS, HENRY, East Moors, Cardiff, Furniture Dealer Cardiff Pet July 6 Ord July 6
MANGER, GEORGE, Chislehurst, Kent, Hop Factor High Court Pet July 7 Ord July 7
MARSDEN, JOSEPH, Leeds, Potato Merchant Leeds Pet July 8 Ord July 8
MOORE, JAMES HENRY, Bournemouth, Civil Engineer Poole Pet June 6 Ord July 6
NEIGHBOUR, DAVID, Ware, Herts, Builder Hertford Pet June 29 Ord July 4
PARKINSON, JOSEPH, Sheffield, Tailor Sheffield Pet July 7 Ord July 7
PHILLIPS, DANIEL, Swansea, Auctioneer Swansea Pet Jan 21 Ord July 8
PICKLES, THOMAS, Colne, Lancs, Cotton Manufacturer Burnley Pet July 8 Ord July 8
POPE, CHARLES, Cambridge, Publican Cambridge Pet July 8 Ord July 8
RADFORD, WILLIAM, Soundwell, Glos, Bricklayer Bristol Pet June 30 Ord July 8
RANGELEY, WILLIAM HENRY, Chesterfield, Derbys, Colliery Proprietor Chesterfield Ord July 7 Ord July 7
RIDDLESTONE-FEN, GEORGE ADOLPHUS, Brighton, Furrier Brighton Pet June 16 Ord July 6
RUSSELL, WILLIAM WILSON, Camden Town, Wood Turner High Court Pet July 7 Ord July 8
SAVAGE, RICHARD, Nottingham, Lace Manufacturer Nottingham Pet July 6 Ord July 6
SCOTT, GEORGE, Bolton, Lancs, Theatrical Manager Bolton Pet June 13 Ord July 6
SMITH, DAVID, Lower Clapton rd, Club Proprietor High Court Pet June 17 Ord July 6
SMITH, THOMAS LANGFORD, Saltampstead, Reading, Miller Reading Pet May 21 Ord July 3
STOCKS, ROBERT JAMES, Walsall, Staffs, Cycle Wheel Maker Walsall Pet June 25 Ord June 27
TINGLE, JAMES EDWARD, Cinderford, Glos, Cattle Dealer Gloucester Pet June 12 Ord July 8
TURNER, JOSEPH, Bridgwater, Somerset, Beerhouse Keeper Bridgwater Pet June 15 Ord July 8
VERRILL, JOHN, Darlington, Fishmonger Stockton on Tees Pet July 4 Ord July 4
VERRILL, RICHARD, Darlington, Fishmonger Stockton on Tees Pet July 4 Ord July 4
WALKER, EDWARD BENJAMIN, Leeds, Theatrical Property Maker Leeds Pet July 7 Ord July 7
WAREHAM, ABSALOM, Boscombe, Carpenter Poole Pet June 26 Ord July 6
WARRINGTON, HENRY, Masborough, nr Rotherham, Confectioner Sheffield Pet July 6 Ord July 6
WILCOX, WILLIAM, Wolverhampton, Watchmaker Wolverhampton Pet July 7 Ord July 7
WRIGHT, WILLIAM, Bradford, Yorks, Blacksmith Bradford Pet July 8 Ord July 8
ZUSMAN, ZUSMAN, Wolverhampton, Jeweller Wolverhampton Pet June 25 Ord July 6

London Gazette.—TUESDAY, July 14.

RECEIVING ORDERS.

AIKMAN, ALFRED, Kingston upon Hull, Surgeon Kingston upon Hull Pet July 7 Ord July 9
BARRETT, GEORGE, jnr, Fakenham, Norfolk, Cattle Dealer Norwich Pet July 10 Ord July 10
BEARD, FREDERICK FRAMPTON, Kingston, Surrey, Licensed Victualler Kingston, Surrey Pet July 8 Ord July 8
BETTY, JAMES, Neyland, Pembroke, Butcher Pembroke Dock Pet July 11 Ord July 11
BLISSETT, ARTHUR, Portsea, Hants, Teacher of Music Portsmouth Pet July 8 Ord July 8
BLYTH, ALBERT NORTON BUSH, Lynn, Norfolk, Dealer Norwich Pet June 13 Ord July 10
BRITTON, ARTHUR, Morley, Yorks Dewsbury Pet July 11 Ord July 11
BROWN, WILLIAM, Gravesend, Kent Rochester Pet July 10 Ord July 10
CARTER, THOMAS, Waltham Abbey, Essex, Market Gardener Edmonton Pet July 8 Ord July 8
COWIN, THOMAS WALKER, Upper Park rd, Haverstock Hill, Surgeon High Court Pet July 10 Ord July 10
COLEMAN, ROBERT, Lowestoft, Gt Yarmouth Pet July 9 Ord July 9
CROFT, EDMOND JOHN, Bournemouth Poole Pet July 9 Ord July 9
DAVIES, THOMAS JERVIS, Pontypridd, Butter Merchant Pontypridd Pet July 11 Ord July 11
DILLEY, JAMES, Brighouse, Yorks, Cooper Halifax Pet June 27 Ord July 11
DURANT, L L J, New Cross rd, Brick Merchant High Court Pet June 18 Ord July 10
DUTTON, WILLIAM HENRY, Welsh Hampton, Salop, Farmer Wrexham Pet July 9 Ord July 9
ENGLISH, HENRY, Nottingham, Licensed Victualler Nottingham Pet July 10 Ord July 10
FINCH, ARTHUR, Streatham, Surrey Wandsworth Pet June 16 Ord July 9
HACKETT, JOSEPH, Lichfield, Printer Walsall Pet July 8 Ord July 8
HANCOCK, ALBERT, Sheffield, Boot Repairer Sheffield Pet July 9 Ord July 9
HEWES, THOMAS OLDERSHAW, Stevenage, Herts, Joiner Luton Pet July 10 Ord July 10
HODGSON, JOHN, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet July 9 Ord July 9
LEACH, EDWARD, Burnley, Lancs, General Dealer Burnley Pet July 9 Ord July 9
LEE, CHARLES WILLIAM, Portsea, Hants, Optician Portsmouth Pet July 9 Ord July 9
LEE, DANIEL JOHN, Westleton, Suffolk, Grocer Gt Yarmouth Pet July 7 Ord July 9
LEECH, WILLIAM, Salop, Farmer Leominster Pet July 8 Ord July 11
LOCKE, WILLIAM MILTON, Newport, Mon, Agent Newport, Mon Pet July 9 Ord July 9
MATTHEWS, ALFRED JAMES, Holloway, Commercial Traveller Croydon Pet July 8 Ord July 8
MEAGER, FREDERICK BERNARD, Newport, I of W, Tailor Newport Pet July 6 Ord July 6
MERRICK, ROBERT JAMES, Cheddar, Somerset, Draper Wells Pet July 8 Ord July 8
MOORE, J W, Keighley, Pianoforte Dealer Bradford Pet June 27 Ord July 9
MYNORS, REGINALD WALWYN, Birmingham, Wire Worker Birmingham Pet July 6 Ord July 6
NOTSON, WILLIAM, Holloway, Clerk High Court Pet May 23 Ord July 10
ODDY, ARTHUR, Hastings, Picture Frame Maker Hastings Pet July 9 Ord July 9
OLIVER, SEPTIMUS, Tynemouth, Commercial Traveller Newcastle on Tyne Pet July 11 Ord July 11
ORRELL, CHARLES, Kidsgrove, Staffs, Draper's Valuer Hanley Pet June 24 Ord July 6
PALMER, JOHN, Grays, Tea Dealer Rochester Pet July 10 Ord July 10
PEEL, WILLIAM, Prestwich, Architect Manchester Pet June 29 Ord July 10
PINDER, WILLIAM HENRY, Leeds, Shipping Agent Leeds Pet July 11 Ord July 11
SHELDON, HENRY JAMES, Brailes House, Warwicks, Esquire Banbury Pet July 10 Ord July 10
SIDWELL, WILLIAM, Birmingham, Baker Birmingham Pet July 7 Ord July 7
SMITH, JACOB, Middlesborough, Yorks, Pawnbroker Stockton on Tees Pet June 29 Ord July 8
STANDISH, ANN, Birmingham West Bromwich Pet July 9 Ord July 9
STRICKLAND, CHARLES, Castle st, Oxford st High Court Pet July 9 Ord July 9
TALMEY, ALFRED, Hove, Sussex, Provision Merchant Brighton Pet July 9 Ord July 9
TILLETT, FRANCIS, Piccadilly, Wine Merchant High Court Pet June 10 Ord July 9
WESTERMAN, WALTER BURGIS, Chapeltown, Sheffield, Butcher Barnsley Pet July 10 Ord July 10
WEBB, RODERICK B, Hythe, Kent, Lieutenant Canterbury Pet June 24 Ord July 10
WHITE, WILLIAM, Maidstone, Kent, General Shop Keeper Maidstone Pet July 11 Ord July 11
WILKINSON, THOMAS, Lincoln Lincoln Pet July 9 Ord July 9
WILLIAMS, JOHN, Blaenau Festiniog, Merioneth, Farmer Portmadoc Pet July 7 Ord July 7
WILSON, CHARLES HORACE, and WILFRED POWELL SIMON, Garlick hill High Court Pet March 13 Ord July 9
WOLFF, HARRIS, Hythe, Kent Canterbury Pet July 11, Ord July 11

FIRST MEETINGS.

ADAMS, SAMUEL, Chepstow, Mon July 21 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
ASBURY, BENJAMIN, Walsall Wood, Staffs July 22 at 11 Off Rec, Walsall
BOYTT, ARTHUR, Pontypool, Mon, Grocer July 21 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
BRUNT, ERNEST, Southport, Lancs, Painter July 22 at 12 Off Rec, 35, Victoria st, Liverpool
BUGLER, ALBERT, Leeds July 22 at 11 Off Rec, 22, Park row, Leeds
EVENTO, DOMINIC, Marylebone July 21 at 12 Bankruptcy bldgs, Carey st
GREEN, RICHARD, Lowestoft, Plasterer July 25 at 12 Off Rec, 8, King st, Norwich
GREEN, WALTER MARYAN, Henley on Thames July 21 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
HANKINS, FREDERICK, Kensington, Decorator July 21 at 11 Bankruptcy bldgs, Carey st
HURST, WILLIAM JOSEPH, Shadwell, Oilman July 21 at 2.30 Bankruptcy bldgs, Carey st
JACKSON, GEORGE, Ansty, Leicester, Joiner July 21 at 12.30 Off Rec, 1, Berridge st, Leicester
JACKSON, WILLIAM, Leeds, Tobacconist July 22 at 12 Off Rec, 22, Park row, Leeds
LONG, PATRICK, Edinburgh, Bootmaker July 21 at 11.30 24, Railway app, London Bridge
MANNING, WILLIAM, Treorkey, Glam July 21 at 12 63, High st, Merthyr Tydfil
MONNERY, WALTER, Southwark Bridge rd, Wholesale Ironmonger July 22 at 11 Bankruptcy buildings, Carey st
PARKIN, GEORGE, Ilfracombe, Builder July 21 at 11.30 Royal Clarence Hotel, Ilfracombe
PICKLES, THOMAS, Colne, Lancs, Cotton Manufacturer July 21 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
READING, JOHN, Watford, Herts, Schoolmaster July 22 at 3 Off Rec, 95, Temple chmbrs, Temple avnue
REED, STEPHEN, Aberdare, Glam, Travelling Draper July 22 at 2 65, High st, Merthyr Tydfil
REYNOLDS, WILLIAM, Brereton, Staffs, Traveller July 22 at 11.30 Off Rec, Walsall
RUSSELL, WILLIAM WILSON, Camden Town, Wood Turner July 22 at 11 Bankruptcy buildings Carey st
SCHUMACHER, ERWIN, Bayswater July 22 at 2.30 Bankruptcy bldgs, Carey st
SHAW, GEORGE, Streethay, nr Lichfield, Grocer July 22 at 10 Off Rec, Walsall
STAFFORD, JAMES, Aston juxta Birmingham, Baker July 22 at 11 23, Colmore row, Birmingham
STOCKS, ROBERT JAMES, Walsall, Cycle Wheel Maker July 22 at 10.30 Off Rec, Walsall
THOMAS, JOHN, Swansea July 24 at 12 Off Rec, 31, Alexandra rd, Swansea
WARRINGTON, HENRY, Masborough, Yorks, Confectioner July 21 at 2 Off Rec, Figtree lane, Sheffield
WATTS, RICHARD HENRY THOMAS, Chiswick, Clerk July 23 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
WILCOX, WILLIAM, Wolverhampton, Watchmaker July 23 at 11 Off Rec, Wolverhampton
WILLIAMS, JOHN, Blaenau Festiniog, Merioneths, Farmer July 23 at 1 Market Hall, Blaenau Festiniog
WRIGHT, WILLIAM, Bradford, Blacksmith July 22 at 11 Off Rec, 31, Manor row, Bradford
ZUSMAN, ZUSMAN, Wolverhampton, Jeweller July 23 at 11.30 Off Rec, Wolverhampton

ADJUDICATIONS.

BAKER, WILLIAM MARTIN, Gray's inn sq, Solicitor High Court Pet March 19 Ord July 11
BARRETT, GEORGE, jun, Fakenham, Norfolk, Cattle Dealer Norwich Pet July 10 Ord July 11
BLISSETT, ARTHUR, Portsea, Hants, Teacher of Music Portsmouth Pet July 8 Ord July 8
BOSTOCK, WILLIAM, Cheshire, Builder Warrington Pet June 11 Ord July 10
BRITTON, ARTHUR, Morley, Yorks Dewsbury Pet July 10 Ord July 11
BROWN, WILLIAM, Gravesend, Kent Rochester Pet July 10 Ord July 10
COLEMAN, ROBERT, Lowestoft Gt Yarmouth Pet July 9 Ord July 9
DAVIES, THOMAS JERVIS, Pontypridd, Butter Merchant Pontypridd Pet July 11 Ord July 11
DUTTON, WILLIAM HENRY, Welsh Hampton, Salop, Farmer Wrexham Pet July 9 Ord July 9
ENGLISH, HENRY, Nottingham Nottingham Pet July 10 Ord July 10
GREENFIELD, ESTHER, Worthing, China Dealer Brighton Pet June 25 Ord July 10
HANCOCK, ALBERT, Sheffield, Boot Repairer Sheffield Pet July 9 Ord July 9
HARRIS, CHARLES WILLIAM, Cumbrae, Edmonton, Fancy Box Manufacturer High Court Pet June 13 Ord July 10
HODGSON, JOHN, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet July 9 Ord July 9
LEACH, EDWARD, Burnley, Lancs, General Dealer Burnley Pet July 9 Ord July 9
LEE, CHARLES WILLIAM, Portsea, Hants, Optician Portsmouth Pet July 9 Ord July 9
LOCKE, WILLIAM MILTON, Newport, Mon, Agent Newport, Mon Pet July 9 Ord July 9
LONG, PATRICK, Aldershot, Bootmaker Guildford Pet June 24 Ord July 3
MASON, WILLIAM FREDERICK, Sunderland, Bootmaker Sunderland Pet June 30 Ord July 10
MATTHEWS, ALFRED JAMES, Holloway, Commercial Traveller Croydon Pet July 8 Ord July 8
MEAGER, FREDERICK BERNARD, Newport, I of W, Tailor Newport Pet July 6 Ord July 6
MERRICK, ROBERT JAMES, Cheddar, Somerset, Draper Wells Pet July 8 Ord July 8

OLIVER, SEPTIMUS, Tynemouth, Commercial Traveller Newcastle on Tyne Pet July 11 Ord July 11

PINDER, WILLIAM HENRY, Leeds, Shipping Agent Leeds Pet July 11 Ord July 11

READING, JOHN, Watford, Herts, Schoolmaster St Albans Pet July 2 Ord July 7

STAFFORD, JAMES, Aston juxta Birmingham, Baker Birmingham Pet June 25 Ord July 8

STAGG, GEORGE HATTER, Andover, Southampton Salisbury Pet June 25 Ord July 10

STANDISH, ANN, Birmingham West Bromwich Pet July 7 Ord July 9

STRICKLAND, CHARLES, Oxford st High Court Pet July 9 Ord July 9

TALMEY, ALFRED, Hove, Provision Merchant Brighton Pet July 9 Ord July 10

WESTERMAN, WALTER BURGIN, Barnsley, Butcher Barnsley Pet July 10 Ord July 10

WHITE, WILLIAM, Maidstone, Kent, Shopkeeper Maidstone Pet July 11 Ord July 11

WILKINSON, THOMAS, Lincoln Lincoln Pet July 9 Ord July 9

WILLIAMS, JOHN, Blaenau Festiniog, Merioneth, Farmer Portmadoc Pet July 7 Ord July 7

WULFF, HENRIK, Hythe, Kent Canterbury Pet July 10 Ord July 11

ADJUDICATION ANNULLED.

ISLAM, GEORGE HENRY, Conran st, Harpurhey, Manchester, Pork Butcher Adjud Jan. 31 Annul July 6

THE PROPERTY MART.

SALES OF ENSUING WEEK.

July 21.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2, Freehold Ground-rents, with Reversion in 25 years, and Improved Leasehold Ground-rents secured upon property in Praed-street, Paddington. Solicitors, Messrs. Jerman & Thomas, Exeter (see advertisement, last week, p. 644).

July 21.—Messrs. E. & H. LUMLEY, at the Mart, at 2, the Freehold Marine Residence known as "Bitton," with grounds of 17 acres, at Teignmouth, and about 1¼ acres of Freehold Building Land at West Teignmouth, South Devon. Solicitors, Reginald W. Templer, Esq., Teignmouth; Messrs. Rowcliffes, Rawle, & Co., and Messrs. Burchell & Co., London.—The Chilton Estate, a freehold property of about 2,000 acres, with Residence, near Chilton Foliat and Hungerford, Wilts. Solicitors, Messrs. Broughton, Nocton, & Broughton, London.—The Cantley Manor Estate, freehold, of about 1,176 acres, close to Cantley Station, and 10 miles from Norwich. Solicitor, J. Wilson Gilbert, Esq., Norwich.—Also the Winterbourne Monkton Estate, a compact freehold of about 1,700 acres, and comprising 40 houses and cottages, on the road from Swindon to Devizes, and 6½ miles from Marlborough, Wilts. Solicitors, Messrs. Broughton, Nocton, and Broughton, London (see advertisements, July 11, p. 3).

July 21.—Messrs. OSBORN & MERCER, at the Mart, at 2, Bradfield Hall, with historical associations, freehold, about 520 acres, five miles from Bury St. Edmunds. Solicitors, Messrs. Rowcliffes, Rawle, & Co., London.—The Freehold Residential Property known as Harrow Lodge, near Hinton Admiral, Holmsley, Christchurch and Bournemouth. Solicitors, Messrs. Fulton & Fye Smith, Salisbury.—Also the Freehold Residential Property known as "Greenhill," of about 40 acres, near Newton Abbot, Teignmouth, Dawlish, and Torquay, South Devon. Solicitors, Messrs. Baker, Watts, Alsop, and Woolcombe, Newton Abbot (see advertisements, May 30, p. 5)

July 21.—Messrs. DRIVER & Co., at the Mart, at 2, Freehold Residence, known as Caterham Manor and Park, of 45 acres, near Warlingham, Upper Warlingham, and Whyteleafe, and 30 minutes by rail from London; also several Building Sites in Portley Wood, on the slopes of Caterham Manor Estate. Solicitors, Messrs. Trower, Freeling, & Parkin, London (see advertisements, July 4, p. 4).

July 21.—Messrs. WALTON & LEE, at the Mart, at 2, the Sporting and Residential Property known as Sandling Park Estate, embracing an area of 2,790 acres, with mansion, and an estimated rental value of about £4,000 per annum, near Hythe, Folkestone, and Ashford, Kent; also the Residential Manorial and Sporting Estate of about 1,785 acres, on the borders of Beds and Bucks, near Leighton Buzzard and Bletchley. Solicitors, Messrs. Frere, Cholmeley, & Co., London (see advertisements, May 30), p. 9).

July 22.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2, the Freehold Estate of 32 acres, with substantial residence, known as Tottenham Park; and also Six Leasehold Houses near the above at Tottenham. Solicitor, W. L. Jones, Esq., Spital-square, E. (see advertisement, July 4, p. 3).

July 23.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2, the Freehold Residential, Manorial, and Landed Domain of 4,000 acres, together with the ancient Elizabethan Hall, known as the Candover Hall Estate, with a rent-roll of about £5,500 and tithes of £425 per annum, &c. Solicitors, Messrs. Salt & Sons, Shrewsbury.—Freehold and Leasehold Investments in Business Premises in St. Bride's-avenue, Fleet-street, Whitefriars-street, Aldersgate-street, Bartholomew-close, Middle-street, and Newbury-street, City of London, with a total rental of £3,355. Solicitors, Messrs. Paines, Blyth, & Huxtable, St. Helen's-place, E.C.—Freehold Investments in Hotel and Shop Property and Private Houses, &c., at Datchet, near Windsor, with a rental of £513. Solicitors, Messrs. Nicholl, Manisty, & Co., Strand, W.C. (see advertisements, May 30, p. 19).

July 23.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2, Chambers and Shops known as St. James's Residential Chambers, with a gross rental of £7,000, on the Crown Estate, in Duke-street and Ryder-street, between Piccadilly and Pall Mall; also a Leasehold Redemption Policy for £48,000 and a Rental Fire Policy for £3,000. Solicitors, Messrs. Bompas, Bischoff, & Co., Great Winchester-street, E.C. (see advertisement, July 4, p. 4).

July 23.—Messrs. STIMSON & SON, at the Mart, at 2, Leasehold Ground Rents secured upon property in Old Kent-road. Solicitors, Messrs. Webster & Hogue, Bloomsbury (see advertisement, July 11, p. 644).

July 24.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Freehold Residential Flats known as Mall Chambers, in Palace-gardens-terrace and the Mall, Kensington, with a rental of £1,000. Solicitors, Messrs. Cope & Co., Westminster (see advertisement, July 4, p. 3).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

BOROUGH OF GREAT YARMOUTH.

TOWN CLERKSHIP.

Applications are invited for the Appointment of Town Clerk, and Clerk to the Urban Sanitary Authority and Burial Board of Great Yarmouth.

Applicants must be duly qualified Solicitors, capable of undertaking all the duties of the above-mentioned offices, as well as the important Conveyancing in connection with the Corporation Estates.

The Town Clerk will also act as Registrar of the Borough Court, and conduct all Actions and proceedings at Law, and Prosecutions instituted by the Council, and all Parliamentary and Registration work.

The Council will employ and pay two Assistant Clerks, and provide offices, with stationery, fuel and light, and defray all outpocket expenses.

The Salary has been fixed at £600 per annum, and all fees and other emoluments are to be paid into the Borough Fund.

The Town Clerk will be required to devote his time exclusively to his official duties, and will be debarred from all private practice.

Applications, accompanied by testimonials, addressed to "The Acting Town Clerk, Town Hall, Great Yarmouth," are to be sent by post, and delivered on or before the 25th July inst., and must give the following particulars:—

Candidate's full name and address, age, where educated, degree (if any), where articled, date of admission, how engaged from that date to the present time.

No canvassing on the part of candidates is permitted.

Great Yarmouth, 8th July, 1896.

ABRIDGED PROSPECTUS.

BIRMINGHAM CORPORATION STOCK.

Interest at £2 10s. per cent. per annum, payable Half-Yearly at the Bank of England, on 1st January and 1st July.

ISSUE OF £500,000 £2 10s. PER CENT. STOCK.

Sanctioned by the Town Council, and authorized by Acts 43 & 44 Vict. c. 178; 44 & 45 Vict. c. 68; and 45 & 46 Vict. c. 61.

MINIMUM PRICE OF ISSUE £102 PER CENT.

THE FIRST DIVIDEND, BEING SIX MONTHS' INTEREST, WILL BE PAYABLE 1ST JANUARY, 1897.

Trustees are authorized by the Trustee Act, 1893, to invest in this Stock, unless expressly forbidden by the instrument creating the Trust.

The GOVERNOR and COMPANY of the BANK of ENGLAND give notice that by arrangements made with the Corporation of Birmingham, under the provisions of the Act 44 & 45 Vict. c. 68, and in pursuance of resolutions of the Town Council of Birmingham, they are authorized to receive on Tuesday, the 21st July, 1896, tenders for £500,000 of Birmingham Corporation Stock, bearing interest at £2 10s. per centum per annum, payable half-yearly at the Bank of England or any of its Country Branches.

The Stock will be redeemable at par, on or after the 1st day of July, 1926, at the option of the Corporation, upon one year's notice having been given by public advertisement, should the same not have been previously cancelled by purchase in the open market under the operation of the Redemption Fund constituted by the Stock Orders.

The present issue of Stock is to be applied in paying off Loans bearing a higher rate of interest; in raising funds towards carrying out the works authorized by the Birmingham Corporation Water Act, 1892, and for other purposes. It is also applicable for the purposes named in the Act 45 & 46 Vict. c. 61, under which the Corporation are authorized to lend at interest to the Guardians of the Poor of the Parish of Birmingham, the Birmingham School Board, and the Birmingham Tame and Rea District Drainage Board, such sums as they may respectively be authorized to borrow.

The Books of the Birmingham Corporation Stock are kept at the Bank of England in London, but arrangements have been entered into whereby assignments and transfers may be made at the Birmingham Branch of the Bank. Holders of the Stock will have the option of taking out Stock Certificates to bearer, transferable by delivery with coupons attached, at the same rate of charge as in the case of Government Stock.

Tenders may be for the whole or any part of the Stock. Each Tender must state what amount of money will be given for every £100 of Stock. The minimum price, below which no tender will be accepted, has been fixed at £102 for every £100 of Stock. All Tenders must be at prices which are multiples of sixpence.

Tenders must be delivered at the Chief Cashier's Office, Bank of England, before two o'clock on Tuesday, the 21st July, 1896. Tenders at different prices must be on separate forms. The amount of Stock applied for must be written on the outside of the tender.

A deposit of £5 per cent. on the amount of Stock tendered for must be paid at the same office at the time of the delivery of the tender, and the deposit must not be enclosed in the tender. Where no allotment is made the deposit will be returned, and in case of partial allotment the balance of the deposit will be applied towards the first instalment.

The dates at which the further payments on account of the Loan will be required are as follows:—

On Tuesday, the 28th July, 1896, so much of the amount tendered for each hundred pounds of Stock as, when added to the deposit, will leave Seventy Pounds (Sterling) to be paid;

On Tuesday, the 13th October, 1896, £35 per cent.;

On Tuesday, the 15th December, 1896, £35 per cent.;

but the instalments may be paid in full on or after the 28th July, under discount at the rate of One-half per Cent. per annum. In case of default in the payment of any instalment at its proper date, the deposits and instalments previously paid will be liable to forfeiture.

No tender will be received unless upon the printed form, which can be obtained at the Chief Cashier's Office, Bank of England; at the Bank's Branch in Birmingham; of Messrs. Mullens, Marshall & Co., Stock Brokers, 4, Lombard-street, London, E.C.; or of the Treasurer of the City, the Council House, Birmingham.

BANK OF ENGLAND, 14th July, 1896.